

**BOARD OF COUNTY COMMISSIONERS
BUTLER COUNTY, OHIO**

BUTLER COUNTY JAIL MEDICAL AREA BUILD-OUT

CONTRACT NO. 24-04-001

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SECTION 100
ADVERTISEMENT FOR BIDS

LEGAL AD AND NOTICE TO BIDDERS
ITB NO. 24-04-001

Sealed Bids will be received at the office of the Butler County Commissioner's Office, Attn: Clerk of the Board, 315 High Street, 6th Floor, Hamilton, Ohio 45011 until 10:30 a.m. EST on Wednesday, May 15, 2024 and will be opened and read aloud at 10:45 a.m. or shortly thereafter in the Butler County Commissioners Chambers on the 2nd Floor in the Butler County Government Services Center, for the Butler County Jail Medical Area Build-Out at the Butler County Correctional Facilities in accordance with specifications under ITB No. 24-04-001.

This notice is being published on the Butler County Commissioners web site at: https://www.bcoho.gov/board_of_commissioners/services/bid_postings.php. From the main page, select "Bid Postings." Please scroll down until you find *Butler County Jail Medical Area Build-Out, ITB# 24-04-001*.

Specifications may be obtained at the office of the Butler County Commissioners; by query at www.butlersheriff.org/category/request-for-bids/ or by query at https://www.bcoho.gov/board_of_commissioners/services/bid_postings.php. From the main page, select "Bid Postings." Please scroll down until you find *Butler County Jail Medical Area Build-Out, ITB# 24-04-001*.

Bidders are required to complete and submit with the bid ALL forms that are included with the specifications packet. Bidders are required to use the forms furnished by the County when submitting their bid. Bidders must also comply with the prevailing wage rates on Public Improvements in Butler County, Ohio as determined by the Ohio Bureau of Employment Services, Wage & Hour Division. Furthermore, State of Ohio funds are being used toward the project; therefore, any and all additional state requirements shall apply.

The Board of Butler County Commissioners reserves the right to waive informalities, to reject any and all bids, to accept the bid which is in the best interest of the County as determined by the Board, and to hold bids valid for sixty (60) days from the bid date.

Butler County reserves the right to award partial bids to multiple vendors. Bidders may receive bid awards for some but not all of the items on the specified list.

Bids are to be SEALED and delivered to the office of the Butler County Commissioners, and each bid shall bear on its face the name and address of the bidder and shall be plainly marked "Bid on ITB No. 24-04-001 for the Butler County Jail Medical Area Build-Out at the Butler County Correctional Facilities".

By order of the Board of Butler County Commissioners:

Donald L. Dixon
T. C. Rogers
Cindy Carpenter

Attest: Flora R. Butler, Clerk

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Hamilton Journal-News

SECTION 101
INVITATION FOR BIDS

SECTION 101

INVITATION FOR BIDS

1. Sealed bids will be received by the Board of County Commissioners of Butler County, Ohio, on the 6th Floor of the Butler County Government Services Center, 315 High Street, Hamilton, Ohio, 45011 until 10:30 A.M., Local Time on Wednesday, May 15, 2024, and opened shortly thereafter in the Commissioners' Chambers on the 2nd floor for the furnishing of labor and materials for Project No. 24-04-001, Butler County Jail Medical Area Build-Out. Each sealed bid shall be clearly labeled with the name, address, and phone number of the bidder.
2. All bids shall be in strict accordance with all provisions and specifications of the Contract Documents.
3. Bids shall be submitted on the printed forms provided for that purpose. Bid Forms shall be completely filled out, appropriately signed and submitted with the bid. The bid must contain the full name, address, and phone number of each person or company interested therein. Bid Forms are included in Section 104 of the Contract Documents.
4. Copies of the Plans and Specifications may be obtained at cost at the office of the Butler County Commissioners; by query at www.butlersheriff.org/category/request-for-bids/ or by query at <https://www.bcoho.gov>. To access the specifications on this site, please scroll down until you find the project: Butler County Jail Medical Area Build-Out, ITB# 24-04-001.
5. A Bid Guaranty shall be submitted with each bid. The Bid Guaranty shall be in the form of either:
 - a. A bond secured by corporate surety in the full amount of the bid guaranteeing that if the bid is accepted, a contract will be entered into and that the performance of same will be properly secured by the bond; or
 - b. A bond secured by cash, certified check, irrevocable letter of credit or other cash equivalent in the sum of ten (10) percent of the total amount of the bid, guaranteeing that if the bid is accepted, a contract will be entered into by the contractor. If the bidder uses this form of bond, the bidder will be required, as a condition of the contract, to submit a Performance and Payment Bond in the full amount of the contract secured by corporate surety acceptable to the Board of County Commissioners. Bid security may be retained as liquidated damages if the successful Bidder fails to enter into a contract and furnish bond as specified in the Contract Documents.
6. Bid bonds and security therefor will be returned to the unsuccessful Bidders upon award of the contract by the County. Except as provided herein, the bid security of the successful Bidder will be returned after a contract has been entered into and secured by the necessary contract bond.
7. Bidders shall submit firm Bids. The price or prices quoted shall include all costs required to comply with the provisions of the Contract Documents and shall be the actual price, or prices, to be paid by the County including all discounts, allowances, etc., so that the bid can be evaluated on a firm, fair and equitable basis. The estimated quantities shown in the Bid Form or other Contract Documents are for comparison purposes only and shall not be construed as a representation by County as to the amount of work which might actually be assigned to the Bidder during any term of the contract.

8. A Bidder shall not stipulate in any bid any conditions not contained in the Contract Documents. Any qualifying statements or conditions may cause the Bid to be deemed unresponsive and invalid.
9. No contract will be awarded to any person, firm or corporation that is in arrears to the County upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the County, or who is a defaulter as to surety or otherwise upon any obligations to Butler County, Ohio.
10. Each bid shall be accompanied by a non-collusion affidavit executed on the form provided herein.
11. Each bid shall be sealed and addressed to the Board of County Commissioners, Butler County Government Services Center, 315 High Street, Hamilton, Ohio 45011, and shall bear on its face the name and address of the bidder.
12. No bid shall be withdrawn within sixty (60) days after the scheduled time for the opening of bids.
13. The County reserves the right to reject any or all bids or to accept any bid which may be deemed to be in the best interest of Butler County, Ohio.
14. The Notice to Proceed shall be issued with the execution of the Articles of Agreement by the County. The date of the Notice to Proceed and commence work date will be 7 days after the date of execution. Should there be reasons why these dates need adjustment, the time may be modified by mutual agreement between the County and the Contractor before contract execution.
15. The County may make such investigations as County deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. In determining the award, consideration will be given to (a) whether the Bidder maintains a permanent place of business, (b) suitability of the Bidder's plant and equipment for the work, (c) Bidder's financial status and organization, (d) Bidder's record of experience in constructing improvements of this type, (e) lowest bid, and other criteria listed in Section 102, Information for Bidders.

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

16. The Bidder is required to examine carefully the site of the work, the bid schedule, plans and specifications, and to read and become acquainted with the contract documents (including the agreement form) for the work contemplated. By submitting a bid, Bidder warrants that Bidder has investigated and is acquainted with the conditions to be encountered for performing the work including the character, quality, and quantities of work to be performed and materials to be furnished, the relevant prevailing hourly wage rates for the area in which the project is located and the requirements of the Contract Documents hereinafter defined. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to all the conditions which will affect the work.

17. The County requires reimbursement by the successful bidder for any expenses paid to County employees, by way of Worker's Compensation, when that injury has been caused by the negligence of the provider of the services or goods required by this contract.
18. The Contract Documents contain the provisions required for the performance of the work which is the subject of the contract. Information obtained from an officer, agent, or employee of the Owner or employee of any other person shall not affect the risks or obligations assumed by the Contractor or relieve the contractor from fulfilling any of the conditions of the Contract.

SECTION 102
INFORMATION FOR BIDDERS

SECTION 102

INFORMATION FOR BIDDERS

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SECTION 102 - INFORMATION FOR BIDDERS

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

1. ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarification or corrections.
2. BCSO – The Butler County Sheriff’s Office.
3. BID - The offer or bid of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
4. BIDDER - Any person, firm, partnership, joint venture or corporation submitting a Bid for Work contemplated.
5. BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by a Bidder, the Contractor and any surety in accordance with the Contract Documents.
6. CONTRACT - The written agreement covering the performance of the Work and the furnishing of labor, tools, equipment, and materials in construction of the Work. The Contract shall include those items included within the description of Contract Documents under Section 102.01, plus any and all Change Orders required to complete the Work in a substantial and acceptable manner.
7. CONTRACT DOCUMENTS - The "Invitation for Bids", "Information for Bidders", "Bids", "Bid Bond", "Agreement", "General Conditions", "Special Conditions," "Supplemental General Conditions", "Performance Bond", "Notice of Intent to Award", "Notice to Proceed", "Detailed Plans", "Change Order", "Technical Specifications", and "Addenda", are the documents that shall form the Contract.
8. CONTRACTOR -Any person, firm, or corporation undertaking Work under an executed Contract and the Contract Documents. Only the successful Bidder is considered the Contractor.
9. ENGINEER- The designated representatives of the Owner, including without limitation, the Owner’s designated architect.
10. OWNER OR COUNTY - The Board of County Commissioners of Butler County, Ohio acting through its properly authorized agents. Upon successful and acceptable completion of the work, the products of this contract shall become property of the Board of Commissioners, Butler County, Ohio.
11. BID - The offer of the Bidder for the Work, made out and submitted on prescribed Bid Forms, properly signed and notarized.
12. BID FORM - The approved form, included within the Contract Documents and upon which the Owner has required formal Bids to be prepared and submitted for the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as Bidders for any future work with the Owner until such Bidder has been reinstated as a qualified bidder.
2. Bid prices which obviously are unbalanced.

3. Lack of competency or experience and adequate machinery, plant and other equipment, as revealed by experience questionnaires required by the Owner.
4. Machinery and/or equipment which does not conform to the specifications.
5. Failure to comply with any qualification or regulation of the Owner.
6. If the Bid is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
7. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid incomplete.
8. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a bid limited to the maximum gross amount of award acceptable to any Bidder at any one bid letting, provided that any selection of awards will be made by the Owner.
9. If the Bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
10. If the Bidder's financial status and organization are not adequate to complete the Work.
11. If the Bidder does not maintain a permanent place of business.
12. If the Bidder's name is on the Auditor of State's list of unresolved findings for recovery as provided in O.R.C. 9.24.

102.10. Material Guaranty. Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the Work together with samples. Samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the Work.

102.11. Approximate Quantities. Where bids are based upon estimated quantities, it is understood that the estimates are prepared by the Owner for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and that the Owner reserves the right to increase, decrease or omit any one or more items, at the unit price bid, as the Owner may deem desirable. Owner is only obligated to pay for quantities of work or materials actually provided under the terms of the Contract Documents.

102.12. Fair Bids. Bidders are notified that in submitting their bids, they thereby declare that all persons interested as principals are named therein and that the Bid is fair in all respects; that it was prepared without collusion or fraud, and that no person in the employ of the Owner was or shall be interested in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits therefrom.

102.13. State Laws and Regulations. The Bidder's attention is directed to all applicable State Laws, rules and regulations of the authorities having jurisdiction over work in the locality of the project. They shall apply to the Contract throughout, as though herein written.

102.14. Acceptance or Rejection of Bids. The Owner reserves the right to waive informalities, to reject any or all bids or to accept other than the lowest bid. Without limiting the generality of the foregoing, Bids which are incomplete, obscure, irregular, contain erasures, omit a bid price, fail to list Manufacturers of equipment or Subcontractors, or are accompanied by an insufficient or irregular certified check or bid bond, may be rejected.

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

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

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

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

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

listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum shall be within the maximum specified for such company in said Circular 570.

Failure of the successful Bidder to execute such agreement and to supply the required Bonds within ten (10) working days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest and best Bidder or reject all bids and readvertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for the Work is subsequently executed. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund.

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

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

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

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

102.22. Completion Time. The time for completion for the Work shall be **300 Calendar Days** from the start of construction as stated on the Notice to Proceed. The successful Bidder shall furnish a Construction Schedule within ten (10) days from the date of Notice of Intent to Award which shall demonstrate how the Work will be completed within the allotted time.

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

102.23. Listing of Subcontractors. Each Bidder shall submit with his Bid a complete list of all Subcontractors. This listing shall include, for each Subcontractor, the name of the Subcontractor, the address of his principal place of business, the work he is expected to perform, the dollar value of the

Subcontract, and a statement of relevant work experience. The Owner shall have the right to reject any Subcontractor and to request the Bidder to substitute another Subcontractor without an increase in the Bid price. If the Bidder and the Owner cannot reach agreement regarding such a substitution, then the Owner may reject the Bid entirely. The listing of any Subcontractor who does not conform to the specifications will render the Bid non-responsive and subject to rejection. See Subsection 104.08.

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

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

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

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

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

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

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

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

required to perform the work, such as equipment, overhead, and profit.

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

4. In the event that the Bidder is a joint venture, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture naming the individual who shall be the agent of the joint venture, shall sign all of the documents for the joint venture, and should the joint venture be the successful Bidder, shall act in all matters relative to the Contract resulting therefrom for the joint venture.

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

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

102.25. Construction Estimate. The Engineer's construction cost estimate for this project is \$1,377,277.50.

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

102.27. Public Employees Risk Reduction Program. The successful bidder shall agree to comply with the Public Employee Risk Reduction Program outlined in Section 105.

SECTION 103

PREVAILING WAGE RATES

Prevailing Wage Law Compliance

Ohio's prevailing wage law shall apply to this Contract, as it involves work upon a public improvement in excess of the threshold project cost. For prevailing wage rates at the time of contracting, the bidder's attention is directed to the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau website, found at <http://www.com.state.oh.us/govt.htm> , where prevailing wage information is made available to the public and directs the bidder to review such information every ninety days. As the prevailing wage rates are modified from time to time during the performance of this Contract, the modified rate on the website shall be made part of this Contract and shall become a binding pay obligation of the successful bidder/Contractor and any of its subcontractors. It is the bidder's/contractor's/subcontractor's obligation to remain aware of and continue to pay the current prevailing wage without additional charge to the County. Bidder agrees to do so if awarded a contract as a result of these proceedings.

AFFIDAVIT OF CONTRACTOR
OR SUBCONTRACTOR

PREVAILING WAGES

The undersigned does hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract for construction of Butler County Jail Medical Area Build-Out, Project No. 2404-001 during the following period from _____ to _____ are in accordance with the prevailing wages prescribed by the Contract Documents.

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

_____(Contractor)

_____(Name of Officer or Agent)

_____(Title of Officer or Agent)

_____(Signature of Officer or Agent)

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

_____(Signature)
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees, before the Owner will release the surety and/or make partial or final payments due under the terms of the Contract. This affidavit must accompany all partial payment requests submitted by the Contractor.

BUTLER COUNTY

PREVAILING WAGE AFFIDAVIT

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

_____(Contractor)

_____(Name of Officer or Agent)

_____(Title of Officer or Agent)

_____(Signature of Officer or Agent)

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

_____(Signature)

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees, before the Owner will release the surety and/or make partial or final payments due under the terms of the Contract. This affidavit must accompany all partial payment requests submitted by the Contractor.

SECTION 104

BID FORMS

SECTION 104

BID FORMS

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104.04	Bid Guaranty
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104.07	Resources and Experience of Bidder
104.08	Listing of Subcontractors
104.09	Listing of Material Suppliers

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

104.01 Bid.

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

To Butler County, State of Ohio, hereinafter referred to as OWNER, in compliance with your Advertisement for Bids, Instructions To Bidders, the Bid Form, Plans, and Specifications, the BIDDER hereby proposes to furnish the items indicated on the enclosed Bid Forms for Butler County, **Project No. 24-04-001, Butler County Jail Medical Area Build-Out**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

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

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

BIDDER acknowledges receipt of the following Addenda:

- No. ____, dated _____, 20__
- No. ____, dated _____, 20__
- No. ____, dated _____, 20__

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

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

Bidder's Signature and Title _____

Contractor _____

Address _____

Phone & Fax _____

[PAGE RESERVED FOR BID CALCULATION SHEET]

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

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

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

Signature _____

Title _____

Date _____

NOTARY
STATE OF OHIO
BUTLER COUNTY

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

_____(Name), authorized signatory for _____

_____(Name of Firm), and

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

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____, Ohio,

this ___ day of _____, 20__.

Notary Public

BID GUARANTY AND CONTRACT BOND

Surety Bond in Full Amount of Bid
(Section 153.571 Ohio Revised Code)

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

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

as Principal, and _____

(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Butler County, Ohio, 315 High Street, Hamilton, Ohio 45011 hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ (date) to undertake the project known as:

Butler County Jail Medical Area Build-Out
Contract No. 24-04-001

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

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

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

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

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

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

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

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____ Attorney-in-fact

Surety Company Address

Surety Agent's Name and Address

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

104.05 Certified Check

Butler County, Ohio
Butler County Jail Medical Area Build-Out
Contract No. 24-04-001

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

Certified check for _____ Dollars

on _____ Bank of

_____ deposited herewith.

Bidder

104.06 Non-Collusion Affidavit.

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

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

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

of _____
(Name of Bidder)

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

Affiant Signature

NOTARY

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

_____ Notary Public in and for

(County) / (State)

My Commission expires:

_____, 20__

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

1. How many years has your firm been in business as a Contractor?

2. List up to three (3) projects of this nature that you have completed in the last ten (10) years, and give the name, address and telephone number of a reference from each. Also give the completion date and completed cost of each project listed.

3. List projects presently under construction by your firm, the dollar volume of the contract and the percent the contract is completed.

4. Have you previously performed work for a political subdivision? (If political subdivisions are listed under 2, this question need not be completed)

5. Have you ever failed to complete work awarded to you? If so, state where and why.

6. Do you plan to sublet any part of this work? If so, give details. List the Superintendent you plan to assign to this Contract.

7. What equipment do you own that is available for this work?

8. What equipment do you plan to rent or purchase for this work?

9. Have you ever performed work under the direction of a Consulting Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project (List most recent projects.)

10. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank and a major supplier.

11. Give a summary of your financial statement. (List assets and liabilities, using an insert sheet if necessary).

12. State the true, exact, and correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a Partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information is furnished.
 - (a) Correct name of Bidder

 - (b) The Business is a

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

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

Signed this ____ day of _____, 20__.

_____ Bidder

_____ Signature of Partner or Officer

_____ Title

104.08 Listing of Subcontractors

To Be Submitted by the Bidder at the Time
of the Bid Opening

LIST OF SUBCONTRACTORS

For each Subcontractor, list the work to be performed, name, address, phone number, fax number, and the dollar value of the work to be performed.

1.

2.

3.

4.

5.

104.09 Listing of Material Manufacturers/Suppliers

To Be Submitted by the Bidder at the Time
of the Bid Opening

LIST OF MATERIAL MANUFACTURERS/SUPPLIERS

For each of the materials shown below, list the proposed manufacturer/supplier of the item.

1.

2.

3.

4.

5.

6.

7.

8.

SECTION 105
PERRP COMPLIANCE PROGRAM

**Butler County, Ohio
Board of Commissioners**

Butler County Department of Safety
Hamilton Telephone (513) 887-5638

Public Employees Risk Reduction Program (PERRP) Compliance Program

CONTRACTOR'S RULES & REQUIREMENTS

All outside contractors and outside concerns shall comply with all practices established by law, (Local, State, and Federal) and with those regulations specified by Butler County. This includes the Occupational Safety and Health Standards (OSHA) and Environmental Protection Agency (EPA) regulations and to furnish evidence or proper insurance coverage to the Butler County Director of Purchasing as required under the following paragraphs:

- 1) All work and material furnished shall conform strictly to the requirements of the laws of the State of Ohio and all other federal, local or municipal laws and ordinances as well as all lawful regulation of any public authorities.
- 2) The Contractor expressly assumes and agrees to protect, defend, indemnify and hold harmless Butler County from and against all claims which may be made against Butler County by reason of any personal injury or death to any person or persons (including but not limited to employees of Butler County or its Contractors) and for or on account of damage to the property of any person, firm, corporation (including but not limited to property of Butler County or its contractors), however caused, arising out of or in the course of the performance of work for Butler County by the contractors, agents, employees or sub-contractors.
- 3) Until completion of work and final payment has been tendered, the contractor shall procure at his own cost and keep in force, in form satisfactory to the Butler County:
 - a) Workers' Compensation Insurance, including payment to employees of the contractor, compensation provided by the Workers' Compensation law of the State of Ohio.
 - b) Liability insurance covering public liability assumed herein, including contractor's liability and automobile liability including trucks, trailers, or other motor vehicles. Evidence of such insurance, in policy or certificate form, shall be deposited with «ProjectManager», Project Manager, for this department, in advance of commencement of work.
 - c) Whereas any part of this contract is performed by a subcontractor of the contractor, evidence of such insurance on behalf of such contractor shall similarly be provided by the contractor to the Project Manager, in advance of commencement of the work. Upon receipt of the above information by the Purchasing and Materials Control Agent, and if such insurance or certificate expires before completion of work, it shall be the duty of the contractor to furnish renewal certificate.

- 4)
 - a) Contractor and their employees shall consider themselves representatives of Butler County while performing work for Butler County and shall treat Customers with the utmost respect. Contractor and their Employees shall not enter into disputes with Customers under any circumstances. In the event of any disagreement involving work assigned to the Contractor by Butler County, the Contractor or their Representative shall notify the Board of County Commissioners of Butler County immediately.
 - b) Unprofessional conduct such as horseplay, wrestling, fighting, gambling etc., will not be permitted.

**Butler County, Ohio
Board of Commissioners**

Butler County Department of Safety
Hamilton Telephone (513) 887-5638

SAFETY REGULATIONS FOR OUTSIDE CONTRACTORS:

1. Comply with Laws and Codes:

- a.) Contractors and their employees shall comply with all practices established by law, (Local, State, and Federal) and with those regulations specified by Butler County. This includes the Occupational Safety and Health Standards (OSHA) and Environmental Protection Agency (EPA) regulations.

2. Housekeeping:

- a.) Contractor is responsible for keeping work site clean and orderly.
- b.) Final cleanup of work-site at completion of job is subject to inspection by Butler County personnel.
- c.) Under no circumstances will open burning of combustible material be permitted on Butler County property.
- d.) Site will be kept in a neat and orderly manner at all times. Disposal of debris and/or construction wastes and other materials must be removed from the work site by the Contractor upon completion of the job at the end of the working day. Debris shall not be allowed to accumulate at the jobsite, all trash and waste such as lunch scraps, drinking cups, and items not incidental to the construction must be disposed of properly. Disposing of such items into the construction excavation is not acceptable.

3. Traffic and Parking:

- a.) All posted traffic, parking and safety regulations must be strictly observed.
- b.) Prior to commencing a job, all contractors are to contact the Project Manager to obtain a parking area for their employees.
- c.) All contractor employees are to park their personal vehicles in their designated parking area.

4. Fire Protection:

- a.) Before permitting any flame cutting, welding or burning in any department of an occupied or unoccupied building, the contractor must have on hand sufficient fire apparatus (supplied by the Contractor) to ensure the safety of personnel, equipment, materials, and must inform the head of said department and obtain a Hot Work Permit from the Butler County Maintenance supervisor.
- b.) Gasoline and/or any other flammable solvents must be isolated and kept in FM approved safety containers. Any above ground storage tanks brought onto Butler County property shall be installed in accordance with applicable fire codes.
- c.) Combustible material should be located 35 ft. away from any flame cutting or welding. If combustible material cannot be relocated, then it should be covered with an approved flame-proof tarpaulin.

5. Compressed Gas Cylinders:

The contractor will ensure that compressed gas cylinders are stored and maintained in a safe condition to the extent that this can be determined by visual inspection. In addition, compliance with all applicable Ohio Fire Codes, OSHA regulations, DOT regulations and Compressed Gas Association recommendations shall be met.

6. Scaffolding and/or Ladders:

- a.) Any overhead work to be performed must be done using approved scaffolding and/or ladders according to applicable OSHA standards.
- b.) All scaffolding and ladders must be supplied by contractor.

7. Equipment:

- a.) Contractor must supply equipment needed at the job-site.

8. Proper Barricading:

- a.) Advance warning signs, tape, flags, and barricades are to be provided by the contractor during daylight hours to identify point of work.
- b.) Proper warning lights are to be provided by the contractor during nighttime hours.

9. First Aid:

- a.) Minor injuries, (bruises, scratches, etc.) will be treated by the contractor facilities.
- b.) First aid for more serious cases, it is the responsibility of the contractor to have them referred to the proper medical facilities.

10. Personal Protection Equipment:

- a.) Approved hardhats must be provided by the contractor and worn by all his/her employees while performing work on Butler County jobs.
- b.) Approved safety eye protection must be provide by the contractor and worn by all his/her employees while performing work on a Butler County job. Also appropriate eye and other safety equipment shall be provided and used when engaged in welding operations.
- c.) As may be needed, approved respiratory protection shall be provided by the contractor and worn by all his/her employees while performing work on a Butler County job. A copy of the contractor's Respirator Protection Policy shall be submitted to the Project Manager prior to commencing the job.
- d.) As may be needed, approved hearing protection equipment shall be provided by the contractor and worn by all his/her employees while performing work on a Butler County job. A copy of the contractor's Hearing Protection Policy shall be submitted to the Project Manager prior to commencing the job.
- e.) Any other type of personal protective equipment that might be called for, depending upon the job being performed, shall be provided and used.

11. Electrical:

- a.) The requirements of the Occupational Safety and Health Administration's Safety Related Work Practices as defined in CFR 1910.331 thru .399 shall be followed at all times while under contract with Butler County.
- b.) The requirements of the Occupational Safety and Health Administration's Control of Hazardous Energy (Lockout/Tagout) CFR 1910.147 shall be used at all times. A copy of the Contractor's Control of Hazardous Energy Policy shall be submitted to the Project Manager prior to commencing the job.
- c.) Butler County Maintenance Supervisors must be aware of any electrical service needs.
- d.) Interruption of electrical services must only be performed by a licensed Electrician and/or a Butler County Maintenance Supervisor, who will install suitable lockout/tagout devices.
- e.) Department head and the Maintenance supervisor must be notified when there is to be an interruption of electrical service to any unit.
- f.) Call before you dig! If you plan to dig where it is suspected that underground power lines may be located, you must call twenty-four hours in advance to "Utility Protection Service," (1-800-362-2764), to determine the location of such facilities.
- g.) All extension cords used by a Contractor or his/her employees shall be used in conjunction with a GFCI device.

12 Other Programs:

All requirements of any other applicable OSHA regulations such as, but not limited to, Fall Protection, Confined Space Entry, Hazard Communication standards must also be met.

13 Safety Plans:

Each prime and sub-contractor shall submit a complete Safety Plan to the Owner for review and approval prior to construction. Each Safety Plan shall be maintained in an accessible location on the job site for the duration of the work to be performed by that prime- or sub-contractor.

**Butler County, Ohio
Board of Commissioners**

Butler County Department of Safety
Hamilton Telephone (513) 887-5638

I _____, as the authorized company representative for _____
_____, have received the Butler County "Contractors Rules and Requirements"
and "Safety Regulations For Outside Contractors" and agree to comply with them as written.

Contract Number: 24-04-001

Project Name: Butler County Jail Medical Area Build-Out

Signature of Authorized Representative

Date.

Please return to: Debbie Maloney, Asst. Finance Director
Butler County Sheriff's Office
705 Hanover Street
Hamilton, Ohio 45011

SECTION 106
CONTRACT FORMS

SECTION 106
CONTRACT FORMS
INDEX

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

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

106.01 Notice of Intent to Award

TO:

PROJECT DESCRIPTION: Furnishing of labor, materials, equipment, and expendable tools, etc., necessary for the construction of **Butler County Jail Medical Area Build-Out, Project No. 24-04-001**, Butler County, Ohio.

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

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

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

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

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

Dated this ____ day of _____, 20____.

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

(Contractor)

BUTLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign, date, and return this NOTICE OF INTENT TO AWARD within ten (10) calendar days to the Project Manager, Butler County Board of County Commissioners, 315 High Street, 6th Floor, Hamilton, Ohio 45011.

106.02 Articles of Agreement

[This is a sample document subject to adjustment, as needed, after bidding is complete]

BUTLER COUNTY, OHIO

THIS AGREEMENT, known as **Project No. 24-04-001, for the Butler County Jail Medical Area Build-Out**, made and entered into this _____ day of _____, in the year Two Thousand-_____ (20__), by and between the Board of County Commissioners of Butler County, Ohio, (“Owner”), and the Undersigned (“Contractor”).

WITNESSETH: That the said Contractor has agreed and by these present does agree with the said Owner, for the consideration mentioned in the Bid and under the penalty expressed in a Bond bearing even date with these present and herein contained or hereto annexed, to furnish at the proper cost and expense to the Contractor, all the necessary materials and labor of every description and to carry out and complete in a workmanlike manner, ready for continuous operation, the improvement known as **Butler County Jail Medical Area Build-Out, Project No. 24-04-001**, in accordance with the following listed documents, all of which are as fully a part of this Contract as if herein set forth verbatim, or if not attached, as if attached and on file in the office of Owner, subject to such changes as may be necessary to conform with the intent of the Contract.

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

15. Specifications

16. Appendix A: Special Provisions

17. Addenda:

No. _____, dated _____, 20 __.

No. _____, dated _____, 20 __.

No. _____, dated _____, 20 __.

No. _____, dated _____, 20 __.

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

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

WITNESS

BUTLER COUNTY, OHIO

Administrator

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

By:

Assistant Prosecuting Attorney

WITNESS

CONTRACTOR

Contractor

Officer's Signature

Officer's Title

106.03 Notice to Proceed

To: _____

Date: Seven calendar days after date of contract unless otherwise noted
Project: BUTLER COUNTY, OHIO
Butler County Jail Medical Area Build-Out
PROJECT NO. 24-04-001

You are hereby notified to commence WORK in accordance with the Articles of Agreement on or before seven calendar days after date of contract unless otherwise noted, and you are to complete the WORK within «NoDaysTilComplete» 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 Butler County, 315 Hight Street, 6th Floor, Hamilton, Ohio 45011.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

(Contractor)

BUTLER COUNTY
COMMISSIONERS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign, date, and return this NOTICE TO PROCEED within ten (10) calendar days to the Butler County Commissioners Office, 315 High Street, 6th Floor, Hamilton, Ohio 45011.

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

State of Ohio, County of Butler

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

1. Improvement Identification:

Project Number: Project No 24-04-001
Project Name: Butler County Jail Medical Area Build-Out
Project Location: 705 Hanover Street, Hamilton, OH 45011

2. Public Authority:

Name: Board of County Commissioners Butler County
Address: 315 High Street, Hamilton, OH 45011

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

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

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

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

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

<u>Principal Contractor</u>	<u>Name of Surety</u>	<u>Address</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

6. Public Authority's Representative:

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

_____ , _____ ,

Butler County Sheriff's Office, 705 Hanover St., Hamilton, OH 45011

FURTHER AFFIANT SAYETH NAUGHT.

Signature of Affiant

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

Notary Public

(Seal)

106.05 REGISTRATION AND LICENSING

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

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

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

License Number: _____

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

SECTION 107
GENERAL CONDITIONS

SECTION 107

GENERAL CONDITIONS

INDEX

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107.01 - DEFINITIONS

Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- A. The word "Owner" or "Purchaser" refers in every case to, Butler County.
- B. CHANGE ORDER - A written agreement executed by the Contractor and the Owner covering 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.
- C. CONTRACT PRICE -The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- D. CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the work.
- E. CONTRACTOR - The person, firm or corporation with whom the Owner has executed the Agreement.
- F. DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- G. FIELD ORDER - A written order effecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- H. FINAL COMPLETION - That date that all the work is complete in accordance with the contract documents so that the project's Contract Completion Certificate is issued to the Owner.
- I. NOTICE OF INTENT TO AWARD - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- J. NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- K. OWNER - The Board of County Commissioners of Butler County, Ohio acting through its properly authorized agents. Upon successful and acceptable completion of the work, the products of this contract shall become property of Butler County.
- L. PROJECT - The undertaking to be performed as provided in the Contract Documents.

- M. PUNCH LIST – a list created by Engineer at the time that Engineer issues the certification of Substantial Completion that lists items to be completed or corrected before final payment is made.
- N. 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.
- O. SPECIAL CONDITIONS – See Supplemental General Conditions.
- P. 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. When the Project (or a specified part thereof) involves Work under multiple contracts, Substantial Completion shall require that all contracts necessary to permit utilization of the Project (or a specified part thereof) for the purposes for which it is intended, as determined by Engineer, be concurrently certified.
- Q. SUPPLEMENTAL GENERAL CONDITIONS - Modifications or additions 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 specific to the Project or may be imposed by applicable state laws.
- R. SUPPLIER - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but does not perform labor at the site.
- S. WRITTEN NOTICE - Any notice to any party 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.

107.02 - CONTRACT DOCUMENTS DISTRIBUTION

- A. The Contractor will be furnished four (4) sets of Contract Documents.
- B. Additional copies may be obtained at the Contractor's (and Subcontractor's) own expense for the cost of printing.

107.03 - ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- A. 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.

- B. The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

107.04 - SCHEDULES, REPORTS AND RECORDS

- A. 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.
- B. Prior to the first partial payment estimate 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 the various parts of the work, estimated date of completion of each part and, as applicable:
 - 1) The dates at which special detail drawings will be required; and
 - 2) Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and installation of materials, supplies and equipment.
- C. The Contractor shall submit a schedule of values for approval by the Engineer prior to the first partial payment estimate. The approved schedule of values shall be used as a basis of determining the amount due for each partial payment estimate.
- D. The Contractor shall also submit a schedule of monthly payments that he anticipates he will earn during the course of the work.

107.05 - DRAWINGS AND SPECIFICATIONS

- A. 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 operation by the Owner.
- B. The drawings and specifications are complementary and are intended to cover the complete project contemplated, and the Contractor shall furnish any workmanship or materials, which may be required and are obviously necessary in order to carry out the full intent and meaning of the plans, details, specifications and contract, as fully as if they were shown or noted, although the same may not be either directly or indirectly noted on the drawings or in the contract and specifications.
- C. In case of conflict between the Drawings and Specifications, the Drawings shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

- D. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- E. Contractors shall take all field measurements necessary for his work and shall assume responsibility for his accuracy.
- F. Should the Contractor discover any discrepancies between actual measurements and those indicated, which prevent following good practice or the intention of the Drawings and Specifications, he shall notify the Engineer and halt work until he has received instruction.

107.06 - SHOP DRAWINGS

- A. The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the work required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's action with respect to any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents.
- B. The data shall include the name and address of the nearest service and maintenance organization that regularly stocks repair parts. No consideration will be given to partial lists submitted from time to time.
- C. Schedule of Submittals
 - 1) The Contractor shall submit, in duplicate, a schedule listing all items that will be furnished for review and approval.
 - 2) The schedule will include, but not be limited to: Shop Drawings and related data; materials, equipment and fixture lists; Certificate of Compliance; spare parts data; samples; Operation and Maintenance Manuals; and test procedures and test results. The schedule shall indicate the type of item, contract requirement reference, the Contractor's scheduled dates for submitting the above items and projected needs for approval answers and procurement dates.
 - 3) In preparing the schedule, adequate time (21 days or more exclusive of time in the mails) shall be allowed for review and possible resubmittals. The Contractor shall revise and update the schedule as required. Such revised schedules shall be made available to the Engineer for review.
- D. Definitions:

Submittals are divided into two general types or categories; contract submittals and technical submittals.

- 1) Contract Submittals: Includes such items as insurance, schedules, payment requests, and other such items of a non-technical nature as required for contract administration after the contract is signed.
- 2) Technical Submittals: Includes required submittals on materials and equipment to be included or utilized in the construction which enable the Engineer to verify that the materials proposed to be furnished are in accordance with the requirements of the Contract Documents. These include such items as shop drawings, calculations, samples, O&M manuals and certificates.

E. Contract Submittals:

- 1) Items: Specified in various portions of these documents.
- 2) Submittal Requirements:
 - a) Submit number which the Contractor requires for distribution plus five copies which will be distributed by the Engineer to other parties.
 - b) Accompany submittals with transmittal letter, in duplicate, containing:
 - i) Date.
 - ii) Project title and number.
 - iii) Contractor's name and address.
 - iv) Notification of deviations from Contract Documents.
 - v) Other pertinent data.

F. Technical Submittals:

- 1) Shop Drawings:
 - a) Original drawings or descriptions, prepared by Contractor, subcontractor, supplier or distributors, which illustrate some portion of the work showing fabrication, layout, setting or erection details.
 - b) Prepared by a qualified detailer.
 - c) Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- 2) Product Data:
 - a) Manufacturer's standard schematic drawings:
 - i) Modify drawings to delete information which is not applicable to

- project.
 - ii) Supplement standard information to provide additional information applicable to project.
 - b) Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
 - i) Clearly mark each copy to identify pertinent materials, products or models.
 - ii) Show dimensions and clearances required.
 - iii) Show performance characteristics and capacities.
 - iv) Show wiring diagrams and controls.
- 3) Design Calculations and Procedures:
 - a) Design calculations made by a registered engineer in the State of Ohio who is registered in the appropriate discipline showing all assumptions and calculations, as required by the Contract Documents.
 - b) Identify total submittal with cover page and each sheet.
 - c) Provide index.
- 4) Samples:
 - a) Concrete aggregates, cut stone, common brick, face brick, hardware, waterproofing, caulking, and any other materials when such are called for by the specifications.
- 5) Contractor Responsibilities:
 - a) Review all items prior to submission.
 - b) Verify:
 - i) Field measurements
 - ii) Field construction criteria
 - iii) Catalog numbers and similar data
 - c) Coordinate each submittal with requirements of work and Contract Documents.
 - d) Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
 - e) Contractor's responsibility for deviations in submittals from requirements

of Contract Documents is not relieved by Engineer's review of submittals, unless Engineer gives written acceptance of specific deviations.

- f) Notify Engineer in writing at time of submission of deviations in submittals from requirements of Contract Documents.
- g) Begin no work which requires submittals until return of submittals with Engineer's stamp and initials or signature indicating review.
- h) After Engineer's review, distribute copies.

6) Submittal Requirements:

- a) Contractor's submissions, as herein specified, for approval or review by the Engineer shall be made to the Engineer by the Contractor. Any data prepared by subcontractors and suppliers and all correspondence originating with subcontractors, suppliers, etc., must be submitted through the Contractor after he has checked such data for conformance with the intent of the Specifications.
- b) Schedule submissions at least 21 days before reviewed submittals will be needed.
- c) Submit number of shop drawings and product data which Contractor requires for distribution plus four copies which will be distributed by the Engineer to other parties.
- d) Submit number of samples specified in each specification section, with a minimum of two.
- e) Submittals shall include:
 - i) Date and revision dates.
 - ii) Project title and number.
 - iii) The name of Engineer, Contractor, Subcontractor, Manufacturer, separate detailer when pertinent.
 - iv) Identification of product or material.
 - v) The number of each Shop Drawing, product data and sample submitted.
 - vi) Relation to adjacent structure or materials.
 - vii) Field dimensions, clearly identified as such.
 - viii) Specification section number.
 - ix) Applicable standards, such as ASTM number or Federal Specification.
 - x) A blank space, 4 in x 4 in., for the Engineer's stamp.

- xi) Identification of deviations from Contract Documents.
- xii) Contractor's stamp, initialed or signed, certifying the review of submittal, verification of field measurements and compliance with Contract Documents.

7) Resubmission Requirements:

- a) Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Engineer made since previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the Contractor. The Contractor shall make corrections to any work done because of this type of revision that is not in accordance with the Contract Documents as may be required by the Engineer.
- b) Partial submittals may not be reviewed. The Engineer will be the judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor, and will be considered "Not Approved" until resubmitted. The Engineer may at his/her option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
- c) Repetitive Review
 - i) Shop drawings and other submittals will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, based on the Engineer's then prevailing rates. The Contractor shall reimburse the Owner for all such fees invoiced to the Owner by the Engineer. Submittals are required until approved.
 - ii) Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.
- d) If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the Contractor shall give written notice thereof to the Engineer at least seven working days prior to release for manufacture.

8) Engineer's Duties:

- a) Review submittals with reasonable promptness.
- b) Review for:
 - i) Design concept of project.
 - ii) Information given in Contract Documents.
 - iii) Calculations will only be reviewed for design concept and assumptions.
- c) Review of separate item does not constitute review of an assembly in which item functions.
- d) Affix stamp and initials or signature certifying review of submittals.
- e) Return submittals to Contractor for distribution.

107.07 - MATERIALS, SERVICES AND FACILITIES

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- B. 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.
- C. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- D. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and reviewed by the Engineer.
- E. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- F. Materials Handling, Storage, and Delivery
 - 1) Where applicable, deliver all packaged materials to the site in manufacturer's unopened containers.
 - 2) Properly pack all materials in appropriate containers for shipment. Identify contents by piece marks referenced to shop drawings and as far as possible in same sequence as erection. Provide packing, wrapping and other protection as required

to insure satisfactory condition of materials and finishes at time of erection.

- 3) Inspection and acceptance will be made on the basis of materials as delivered to the job site.
- 4) Provide adequate quantities to allow for damage and breakage during shipment and delivery and for replacement of all materials damaged prior to final acceptance. All such replacement of damaged materials shall be at no additional cost to the Owner.
- 5) Store materials and equipment which are subject to degradation by outside exposure in a weather-tight enclosure.

G. Onsite Instruction

- 1) Onsite instruction shall consist of inspection and instruction performed by a qualified representative of the manufacturer.
- 2) Obtain and submit a statement from the manufacturer that his authorized representative will provide the specified inspection and instruction and submit a record of the date on which specified services were provided.
- 3) Service shall consist of:
 - a) Preliminary inspection of substrates and all other conditions which would affect the performance of the work.
 - b) Give notice of all unacceptable conditions and recommend remedial action.
 - c) Recommend proper procedure for conditions as encountered at the site.
 - d) Verify that workmen are qualified and have received proper instructions.

H. Manufacturer's Supervision

- 1) Manufacturer's supervision, in addition to all services specified for onsite instruction, consists of continuing inspection and verification that the work has been performed in accordance with the Contract.
- 2) Obtain and submit a statement from the manufacturer that complete supervision will be provided.
- 3) Where supervision is specified, all costs shall be included in the Base Bid. Where supervision is recommended as a modification, submit a bid indicating the extent and additional cost, if any, of such service.
- 4) Upon completion, submit a report giving dates of inspections and include pertinent information as applicable to the particular trade such as procedures, coats,

coverage and tests as necessary to verify conformance. Certify that the proper types and quantities of materials were installed.

I. Workmanship

- 1) Employ skilled mechanics and fabricate all work in the best and most workmanlike manner and in strict accordance with the detail drawings, and employ fabricating contractors regularly engaged in the particular type of work.
- 2) Conform to the acceptable fabrication and erection standards of the manufacturer and the applicable rulings of Code Authorities.

107.08 - TEMPORARY FACILITIES

A. Sanitary Provisions:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as necessary to comply with requirements of the State and Local Boards of Health or other authority having jurisdiction.

B. Temporary Drainage:

- 1) Each Contractor shall be responsible for all necessary temporary drainage pertaining to his work, and shall employ temporary trenches, drains, sumps or other necessary elements to afford satisfactory working conditions.
- 2) The Contractor shall provide and maintain drainage around the exterior of the buildings and structures, and shall have the responsibility of keeping the site free of standing water.

C. Storage:

- 1) Each Contractor is responsible to provide protection for equipment and materials delivered to the job site which might be damaged by exposure to weather.
- 2) Excess topsoil, fill materials, construction materials, etc. may be stored on Butler County, Ohio property only in those areas so designated strictly for storage at the construction sites and at the direction of the Owner.

D. Material Deliveries:

It shall be the responsibility of each Contractor to direct all material deliveries to the proper construction site and not that of the Owner or the Engineer.

E. Access

Access to all utility control devices, valves, switches, and manholes shall be maintained throughout the course of the project.

F. Temporary Electric

The Contractor shall pay the cost of all electrical power used. The Contractor shall provide temporary light and power for construction purposes.

107.09 - MAINTENANCE OF TEMPORARY FACILITIES

All temporary facilities are to be maintained and kept in good operating condition. Maintenance time shall include normal working hours for all trades and start up and shut down overtime as required.

107.10 - PARKING

Each Contractor must coordinate with the Owner to make arrangements for his employee's parking at each site.

107.11 - DUST CONTROL

- A. Each Contractor shall maintain all excavations, embankments, access roads and other work areas free from dust by industry accepted methods such as sprinkling, chemical treatment, light bituminous treatment or similar methods.
- B. All temporary partitions and similar enclosures at finish areas shall be dust tight.

107.12 - INSPECTION AND TESTING

- A. 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.
- B. The Owner shall provide all inspection and testing services not required by the Contract Documents.
- C. The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.
- D. 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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 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.
- I. The Owner has the option to employ independent inspectors for certain portions of the work and to have materials tested by an independent testing laboratory. In addition to necessary samples of materials, manufacturers shall provide information and data required by the laboratories and inspectors for the proper performance of their work. Where certification by an independent testing laboratory is required to demonstrate compliance with a specified standard (ASTM, ANSI or similar), laboratory reports shall be dated not more than two (2) years prior to submittal and shall refer to the issue of said standard current as of the issue date of the Contract Documents. Later issues or similar standards superseding the standards will be accepted subject to approval by the Engineer.
- J. Tests specified in various sections of the Specifications, unless otherwise noted, shall be made at the expense of the Contractor within whose Contract is included the work requiring the tests. Tests that are paid for by the Contractor will be by a testing agency selected by the Contractor and approved by the Engineer. Other tests shall be paid for by the Owner and performed by a testing agency selected by the Engineer.

107.13 – SUBSTITUTES AND “OR-EQUALS”

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier together with the words “equivalent,” “like,” or “equal,” the specification or description is intended to establish the type, function, appearance, and quality required. In such cases, other items of material or equipment, or material or equipment of other Suppliers, may be submitted to the Engineer for review under the circumstances described below.
1. “Or-equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed “or-equal” items. For the purposes of this Paragraph 107.13.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment, Engineer determines that:
 - i) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics,
 - ii) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,
 - iii) it has a proven record of performance and availability of responsive service; and
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - i) there will be no increase in cost to the Owner or increase in Contract Times, and
 - ii) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
 2. Substitute Items
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 107.13.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 107.13.A.2.d, as supplemented elsewhere in these Contract Documents, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - i) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - ii) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
 - b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - iii) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services, and
 - iv) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. If the name of a proprietary item or the name of a particular Supplier is used without the words “equivalent,” “like,” or “equal,” then no like, equivalent, or “or-equal” item, and no substitution, is permitted.
- C. Engineer’s Evaluation: Engineer will be allowed a reasonable time within which to evaluate each bid or submittal made pursuant to Paragraph 107.13.A. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.
- D. Special Guarantee: Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer’s Cost Reimbursement: Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraph 107.13.A.2. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. Contractor’s Expense: Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.
- G. In the event that the Engineer or his consultants are required to provide substantial additional engineering services as a result of substitution of materials or equipment by the Contractor, or to evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Contractor shall reimburse the Owner for the charges of the Engineer and his consultants for evaluating the proposed substitution or changes. These expenses of the Engineer will be reimbursed in any case by the Contractor, and are not dependent on the acceptance of the proposed contract change.

The Engineer will notify the Contractor and Owner in writing when any of the above stated items will result in additional engineering services and will obtain the Contractor's and Owner's written authority to proceed prior to performing the review.

Expenses will be computed in accordance with the Engineer's established billing procedures.

107.14 - PATENTS

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for 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.

107.15 - SURVEYS, PERMITS, REGULATIONS

- A. The Owner shall furnish survey information for establishing 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. All other grades, lines, levels and bench marks shall be established and maintained by the Contractor who shall be responsible for the same. Verify all grades, lines, levels and dimensions as shown on the Drawings and report any errors or inconsistencies in the above to the Engineer before commencing work.
- B. 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.
- C. The Owner will obtain and pay for all permits required by the Ohio Department of Transportation (O.D.O.T.) and by railroad companies with rights-of-way within the scope of the project. The Contractor shall pay for all inspections required by O.D.O.T. or the railroad companies.
- D. Each Contractor shall obtain and pay for any permits and inspections required by the Butler County Engineer's Office or other local authorities for his portion of the work.
- E. Payments for all tests and licenses shall be by the pertinent Contractor unless written approval of the Owner is secured prior to award of the Contract.
- F. Any permits required by the Department of Industrial Relations Division of Pressure Piping shall be secured and paid for by the Contractor responsible for performing the work.
- G. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Special Conditions. 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 107.19 - Changes In The Work.

107.16 - PROTECTION OF WORK, PROPERTY AND PERSONS

- A. 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, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Any damage to same shall be replaced by the Contractor and billed to the person causing said damage to the complete satisfaction of the Owner and the Engineer at no cost to the Owner.
- B. It is the intent of these Specifications to have each Contractor protect his work and existing or adjacent property against weather, to maintain his work, materials, apparatus, and fixtures free from injury or damage in accordance with the General Conditions during the entire construction period. Work likely to be damaged shall be covered or protected at the end of each day's work. Any work damaged by failure to provide protection required above shall be removed and replaced with new work at the Contractor's expense.
- C. Each Contractor shall provide all shoring and bracing required for safety and proper execution of his work. He shall remove these items when the work is completed.
- D. Each Contractor shall be responsible for himself and his Subcontractors to have verified the presence of existing and new underground, or otherwise concealed work or services as shown on the existing survey and/or as included in the Contract Documents, and shall exercise caution in the prosecution of his work to avoid disturbing such facilities. Cost for repairs of damages to such facilities shall be paid for by the Contractor causing the damage.
- E. 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 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.
- F. The Contractor shall indemnify and save harmless the Owner, the Engineer, and all their officers, employees, and all servants against any claim or liability arising from, or based

on the violation of any such law, ordinance, regulation, order, or decree whether by himself or his employees.

- G. 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 a loss. He will give the Engineer prompt written notice of any significant changes in the work or deviation from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

107.17 - CLEANUP AND MATERIAL MOVING

- A. It is the intent of the Specifications that all Contractors and Subcontractors do their own cleanup, move materials that are in the way of construction, and repair and replace any damage for which they are responsible.
- B. If the above work is not accomplished in a reasonable length of time, the Contractor, on the written direction of the Engineer, will do the required work. Cost of the work will be charged to the Contractor involved.
- C. All construction rubbish, materials, etc., in the buildings and on site must be cleaned up and hauled away regularly and at the direction of the Engineer or the Owner.
- D. The Contractor shall take all necessary provisions to alleviate the spread of debris, dirt and dust, and shall wet down work thoroughly to prevent dust and dirt from rising.
- E. Remove (as it accumulates) debris resulting from demolition and clearing operations. If the Contractor fails to remove excess debris promptly, the Owner reserves the right to cause the same to be removed at the Contractor's expense, cost of which is to be deducted from the Contract Price. Dumping of debris on Butler County, Ohio property will not be permitted.
- F. Burning of debris on the job site will not be permitted.
- G. Adequate temporary storage facilities shall be provided to protect equipment and/or materials delivered to the job site which might be damaged by exposure to weather. It shall be each Contractor's responsibility to pay for all work and materials necessary to provide such protection. The Engineer shall be consulted as to "adequacy" of such temporary protection.
- H. It is the intent of the Specifications to have each Contractor do all cleaning of finish surfaces relative to his work prior to acceptance of his work.

107.18 - SUPERVISION BY CONTRACTOR

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 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.

107.19 - CHANGES IN THE WORK

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

107.20 - CHANGES IN CONTRACT PRICE

- A. The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
 - 1) By estimating the number of unit quantities of each part of the Work, which is changed (either increased or decreased) and then multiplying the estimated number of such unit quantities by the price Bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
 - 2) The Owner will fix the total lump sum value of the change in the Work of the Contractor following the Contractor's submittal, within a reasonable time, of an estimate of the direct cost of the Work (which price will include the Contractor's overhead and profit as outlined below). The Contractor shall, when required by the Owner, furnish the Owner with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered, in a printed

format, and with sufficient detail (including printed quotes or invoices for materials and subcontractor work) as required by the Owner. If the Contractor does not submit a cost estimate of the Work in a reasonable time, or if the Owner and Contractor do not reach agreement on the cost, the Owner may fix the total lump sum value at a reasonable amount. On any lump sum change, which involves a net credit to the Owner, no allowance for overhead and profit will be figured.

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

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

- 1) Labor, including foremen, for those hours they are assigned and participating in the Work covered by the change order (actual direct payroll cost of wages). The Contractor shall furnish, if required by the Owner, certified payrolls to verify wages. All labor related costs will be included in a thirty percent (30%) markup of the cost of direct payroll wages. This refers to the Contractor's specific labor wages. No additional markup of labor rates will be permitted.
- 2) Material delivered and used on the designated Work as verified by original invoices or otherwise verifiable to the Owner's acceptance.
- 3) Rental or ownership cost of equipment, including necessary transportation of equipment, having a purchase value in excess of five hundred dollars (\$500.00). Rental or ownership cost will be allowed for only those hours during which the equipment is required in the project site (exclusive of idle equipment time). Cost allowances will not exceed the rates defined as follows:
 - a) The hourly rate for equipment not used exclusively for the change to the scope of work will be the monthly rate, as printed in the current Rental Blue Book for Construction Equipment published by Dataquest, divided by 176.
 - b) The rate for equipment used exclusively for those tasks identified in the change to the scope of work will be the daily, weekly or monthly rate (as printed in the "Blue Book"), used singularly or in combination, which will provide the lowest total cost.

- c) The rates will be modified by the Rate Adjustment Table factors to reflect a depreciation allowance indexed to the year a machine was originally manufactured and sold. The rates will be adjusted to account for regional differences in annual use hours, cost of labor, freight, taxes, etc. The amount by which basic rates will be increased or decreased is shown on the adjustment maps included in the “Blue Book”.
 - d) The equipment use period will begin only at the time equipment is unloaded at the site of the changed work, will include each day that the equipment is required at the site of the changed work, and will terminate at the end of the day on which the use of such equipment becomes unnecessary, plus reasonable transportation time. The maximum time to be paid per day will not exceed eight hours unless the equipment is in operation for a longer time. The time per day that will be paid for equipment not used exclusively for the change to the scope of work will be the hours that the equipment was actually in operation on the changed work.
- 4) In addition to the actual costs in items B.1) through B.3) above, there will be, for the Contractor actually performing the work, a fixed fee of sixteen percent (16%) for bond, insurance, overhead, and profit, added to the cost of Items 1), 2) and 3), above. If all or a portion of the Change Order is performed by a subcontractor, payment will be made for the documented actual direct cost as outlined in 1),2) and 3), above, plus a fixed fee of sixteen percent (16%) for bond, insurance, overhead and profit, which will be added to the subcontractor’s cost of 1), 2) and 3). An additional fixed fee of five percent (5%) will be added to the subcontractor’s Work for the Contractor’s administrative handling of portions of the Work that are performed by an approved subcontractor. No additional fee will be allowed for the Contractor’s or a subcontractor’s administrative handling of Work performed by a subcontractor’s subcontractor, unless by written permission from the Owner. All other costs not specifically listed above are considered to be included in the fixed fee.

107.21 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. 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. See Sections 102.22 and 106.04.

Completion Time – 300 Calendar Days

- B. The Contractor will proceed with the work at such a 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

- C. 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 below for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- D. The Contractor shall not be charged with liquidated damages or any excess cost when 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.
 - 1) To any preference, priority or allocation order duly issued by the Owner.
 - 2) To unforeseeable causes beyond the control and without 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 restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
 - 3) To any delays of Subcontractors occasioned by any of the causes specified in above paragraphs 107.21 D1 and 107.21 D2.
- E. Since this Contract is for a needed improvement, the provisions relating to the time of completion and final acceptance of the Work included in this Contract are of the essence of this Contract. The Contractor shall begin Work as directed and shall prosecute the Work diligently so as to assure completion and final acceptance of the Work not later than the time specified therefor, or the time as extended, pursuant to these specifications. The Contractor guarantees that he can and will complete the Work and obtain final acceptance of same by the Owner on or before the time fixed by this Document. For the reason that the damage and loss to the Owner which will result from the failure of the Contractor to complete the Work and obtain final acceptance of same by the Owner at the time fixed will be most difficult or impossible to accurately assess, the damages to the Owner for such delay and failure on the part of the Contractor shall be liquidated in the amount fixed herein for each consecutive calendar day by which the Contractor shall fail to complete the work, or any part therefor, and obtain final acceptance of same by the Owner, in accordance with the provisions of the Contract, and such liquidated damages shall not be considered as a penalty. The Owner will deduct and retain out of any money due or to become due under the Contract the amount of liquidated damages and, in case those amounts are less than the total amount of the liquidated damages, the Contractor shall be liable for payment of the difference upon demand of the Owner.

The Contractor agrees to pay the liquidated damages after the Final Completion Date which will be assessed based on the Owner's incurred costs. These costs shall not exceed Four Hundred Dollars (\$400.00) per calendar day.

Should owner sustain losses/damage claims from parties other than those contracting here due to delay, such losses or damages shall be assessed against the Contractor in addition to the \$400.00 per day liquidated damages described above.

107.22 - CORRECTION OF WORK

- A. 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.
- B. 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.
- C. If any defect or failure, on account of defective apparatus or workmanship, shall appear within twelve (12) months from the date of acceptance, the same shall be replaced or made good by the Contractor, without cost to the Owner.
- D. If any defect or failure is caused by defective materials furnished by the County, the County will pay the Contractor for all labor in connection with the removal and replacement of defective material, providing the Contractor has first conformed with general contract specifications regarding responsibility for materials. The County reserves the right to remove and replace defective material which fails within twelve (12) months after the date of acceptance, but after the date of completion, at its own expense or at the expense of the Contractor, whichever is responsible for the failure by the terms herein contained.

107.23 - SUBSURFACE CONDITIONS

- A. The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:
 - 1) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
 - 2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- B. 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.

- C. Extra compensation shall not be awarded Contractors during progress of the work due to unforeseen difficulties that would have been apparent or anticipated by inspection of the site and premises.

107.24 - SUSPENSION OF WORK, TERMINATION AND DELAY

- A. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- B. If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- C. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- D. After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to

abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

- E. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of the court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by a court of competent jurisdiction within the State of Ohio within sixty (60) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the Engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work
- F. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

107.25 - PAYMENTS TO CONTRACTOR

- A. The Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering 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. Partial payment estimates shall not be submitted more than once a month. 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 estimate 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 forty-five (45) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the

basis of the approved partial payment estimate. Partial payment to the Contractor shall be made at the rate of ninety percent (90%) of the approved partial payment estimate for the first 50% of the contract amount and one hundred percent (100%) for the remaining 50% of the contract amount. The County will retain ten (10) percent of every approved partial payment up to a total of five percent (5%) of the contract amount. The retained amount will be paid to the Contractor no later than forty-five (45) days following Final Acceptance of the project.

- B. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. The Contractor shall submit invoices with the payment request as documentation of the value of stored materials.
- C. Each request for payment must be accompanied by the Contractor's affidavit of Wage Compliance (Pages 103-2 and 103-3) and by the Certification of Work and Affidavit of Payment to Subcontractors and Suppliers (Item 107.32I).
- D. 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.
- E. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- F. 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 forty-five (45) days of completion and acceptance of the work.
- G. 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, materialmen, 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 reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, 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 such payment made by the Owner shall be considered payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- H. If the Owner fails to make payment forty-five (45) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such 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.

107.26 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

107.27 - INSURANCE REQUIREMENTS

- A. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph. Certificates of Insurance, fully executed by officers of the Insurance Company, shall be filed with the County for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been so obtained and approved. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without ten (10) days notice in advance to the County and consented to by the County, and the policy shall so provide:
 - 1. Worker's Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under this Contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide for any such of his employees, and shall provide or cause such subcontractor to provide Employer's Liability Insurance for the protection of his employees not protected by the Worker's Compensation Statutes.

2. Contractor shall take out and maintain during the life of this Contract Employer's Stop Gap Liability Insurance with a \$1,000,000.00 limit
3. Comprehensive General Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Comprehensive General Liability Insurance providing, without limitation, such coverage as personal injury, bodily injury, broad form property damages, independent contractor, completed operations and products, and public liability coverage as shall protect him, the County, and any subcontractor during the performance of work covered by this contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the County. Such insurance shall have the County, the Ohio Department of Rehabilitation and Correction, the Ohio Public Facilities Commission, the State Treasurer of Ohio, and the State of Ohio named as additional Insured along with the Contractor, and shall hold harmless the County against all suits and claims arising from or as the result of the operations of the Contractor or his subcontractors. The amount of coverage shall be One Million Dollars (\$1,000,000) combined single limit.
4. Insurance Covering Special Hazards: Special hazards as determined by the County shall be covered by rider or riders in the Comprehensive General Liability Insurance Policy or policies herein elsewhere required to be furnished by this Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract, included herewith.
5. Comprehensive Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance providing, without limitation, such coverage as liability, and non-owned and hired car coverage.

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

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

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

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

B. This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractor, ENGINEER, ENGINEER'S Consultants, and any other individuals or entities specified in the Contract Documents and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them deemed to have an insurable interest.
2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be required by Laws and Regulations.
3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
4. Cover materials and equipment stored at the Site or at another approved location prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER.
5. Allow for partial utilization of the Work by OWNER.
6. Include testing and startup.
7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 10 days written notice to each other additional insured to whom a certificate of insurance has been issued.

C. CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be appropriate or may be required by Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors,

ENGINEER, ENGINEER'S Consultants, and any other individuals or entities deemed to have an insurable interest.

- D. Contractor shall be responsible for any deductible or self-insured retention.

107.28 - CONTRACT SECURITY

The Contractor shall within ten (10) days after the receipt of the Notice of Intent to Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of "Surety Companies Acceptable on Federal Bonds", Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

107.29 - ASSIGNMENTS

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

- C. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

107.30 - CLAIMS AND DAMAGES

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

107.31 - SEPARATE CONTRACTS

- A. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
- B. The Owner may perform additional work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.
- C. If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Items 107.19 and 107.20.

107.32 - SUBCONTRACTING

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

107.33 - ENGINEER'S AUTHORITY

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

107.34 - LAND AND RIGHTS-OF-WAY

- A. Prior to issuance of Notice to Proceed, the Owner shall obtain all land and 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.
- B. The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- C. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

107.35 – GUARANTY AND WARRANTIES

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of twelve (12) months from the date of acceptance. The Contractor warrants and guarantees for a period of twelve (12) months from the date of acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects at no cost to the Owner. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

B. General

- 1) The word "Guarantee" when appearing in any contract document or construction correspondence shall be synonymous with warranty.

C. Submittals

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

D. Standard Warranties

- 1) A standard warranty is a warranty whose terms are essentially the same as normally offered by the manufacturer or are standard with the industry.
- 2) General Conditions require that standard warranties apply as a minimum requirement notwithstanding the fact that submittal of a copy of the warranty is not required.
- 3) Contractor shall obtain and furnish to the Owner from each manufacturer of materials or equipment incorporated into the work a warranty at least as favorable

to Owner as that customarily given by such manufacturer to others. Contractor shall inform himself as to any conditions precedent to the effectiveness of each manufacturer's warranty and comply with all such conditions (or obtain waivers thereof from the manufacturer) so that such warranty shall be fully effective. If any event occurs which might invalidate any manufacturer's warranty, Contractor shall promptly notify the Engineer.

- 4) All warranty periods shall commence on the date of acceptance of the work except that, if it is discovered after said date that certain work or materials were not in fact in conformance with the requirements of the Contract Documents, the applicable warranty period shall recommence from the completion of the repair or replacement of such work to make it so conform.
- 5) The fact that a manufacturer's warranty differs in its terms from those of the Contractor or any subcontractor, the acceptance by the Owner of any warranty of a manufacturer or subcontractor, or the fact that the Owner has claimed initially on such warranty, shall not in any way release Contractor from his warranty obligations under the Contract.

E. Special Warranties

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

- 2) Maintenance service during warranty period:
 - a) Reference to routine maintenance required to be performed by the Owner during the warranty period shall be listed in the original submittal of proposed warranty.
 - b) All other administration and maintenance service required during the warranty period, including installation of items repaired or replaced under the terms of the warranty shall be included in the original Contract.

3) Special Warranty Schedule:

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

F. Certification

- 1) Workmanship Certification is a statement by the applicator or installer that all materials and workmanship in connection with the system, have been furnished and installed in complete conformance with Contract Documents, and with the manufacturer's specifications and requirements for the particular type of use specified.
- 2) A Product Certification where specified as a requirement shall be in the following form:

"We the Manufacturing Co. certify that the complete system as detailed and specified can be installed and will perform in accordance with the requirements of the Specifications and the ASTM Standards referenced therein for the guarantee period of twelve months or such longer period as may be negotiated between the Owner and the Manufacturing Company. Upon completion of the project, we will inspect the work and certify to the Owner that the system as installed is in accordance with the manufacturer's requirements or indicate in writing what remedial action is necessary in order that it does so conform."

107.36 - JURISDICTION

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

107.37 - TAXES

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

107.38 - RESPONSIBILITY

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

107.39 - MISCELLANEOUS

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

107.40 - NOTIFICATION TO COUNTY AND UTILITIES

- A. The Contractor shall notify Butler County Offices of Sheriff, Engineer, and Water and Sewer Department, as well as local fire departments at least forty-eight (48) hours in advance of beginning any work on any street. This notification shall consist of designating the street, its location, the date and time of beginning work, and estimated time to complete.
- B. The Contractor shall be responsible to notify all public utilities of new service to the property, giving them sufficient time to remove, relocate, cap or abandon any and all water, sewer, gas, electric, telephone lines and/or related meters. If required by the utility company, the Contractor shall perform the work at his expense.
- C. Pursuant to Section 153.64 of the Ohio Revised Code, the Owner has contacted owners of underground facilities for information relating to the existence and location of underground utility facilities within the construction area. The Contractor shall call 1-800-362-2764 at

least 2 days before digging. The Owner and the Engineer have used reasonable diligence to reflect such information as was received from the utility owners on the plans and specifications. The Owner and the Consulting Engineer have relied upon the utility owners to provide information about the existence and location of underground utility facilities and accept no responsibility for and make no representation or warranty as to the accuracy or completeness of such information.

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

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

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

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

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

107.41 - PRE-CONSTRUCTION MEETING

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

107.42 - JOB MEETING

A job progress meeting shall be held as necessary with the Contractor, major Subcontractors, the Engineer, and the Owner's representative. Minutes shall be kept and issued to all parties. The project progress schedule shall be the first item discussed. It is the intent of these meetings to keep the project progressing at a constant rate of orderly construction. All work to be accomplished during the following period shall be covered and all questions answered.

107.43 - PREVAILING WAGE RATES

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

save the County harmless against any loss it sustains as a result of this violation. See Page 103-3.

107.44 - QUANTITIES

The estimated quantities shown on the Bid Forms are approximate only and in no way binding on the Owner. It is understood that the Contractor will construct such quantities of items listed on the Bid Forms as may be ordered by the Owner whether greater or less than the quantities shown on the Bid Forms. The Owner reserves the right to add or delete items to meet the County's requirements.

107.45 - WORK HOURS

- A. Normal job working hours are expected to be established for this project. Unless otherwise approved by the Owner, normal working hours shall not start prior to 7:00 a.m. or end later than 7:00 p.m. local time. During the established working hours, it shall be each Contractor's and his Subcontractor's responsibility to provide all necessary supervision and skilled craftsmen as to cause no delays in any phase of the work.
- B. Contractor will be charged for inspection at \$30.00 per hour for any work performed Monday through Friday before 7:00 a.m. or after 5:00 p.m.; on Saturday or Sunday; or on any of the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Day. If the holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

107.46 - CONSTRUCTION OPERATIONS

- A. Temporary Scaffolds, Staging, and Safety Devices

Except where otherwise specified, each Contractor shall provide, erect, and maintain all scaffolding, staging, platforms, temporary runways, temporary flooring, guards, railings, stairs and similar items for the protection of workmen and the public in compliance with all regulations of governmental authorities having jurisdiction unless otherwise arranged by the Engineer. The construction, inspection and maintenance of the above items shall comply with all safety codes and regulations as applicable to the project. Contractor shall promptly remove when no longer required.
- B. Lifting Devices, Hoisting Facilities and Other Devices
 - 1) Each Contractor shall provide cranes, hoists, towers, and other devices or equipment necessary for the proper and efficient erection of materials and for the work; provide operating personnel for equipment as required. Provide the equipment with proper guys, bracing and other safety devices in compliance with all legal requirements.

- 2) Each Contractor shall promptly remove towers and hoisting equipment when they are no longer needed.

C. Protection

- 1) Each Contractor will take appropriate precautions to prevent any damage to the work of any other Contractor.
- 2) Any damage which may be caused to another Contractor's work, will be repaired at the damaging Contractor's own expense.
- 3) Each Contractor shall be responsible for protection of his own work against vandalism, theft and weather for materials and apparatus under his Contract.
- 4) If any Contractor considers it necessary to have watchman service for his own interest, then he shall provide such service at his own expense.
- 5) Fire Protection:
 - a) Secure approval of the local fire department as required.
 - b) The Superintendent of Construction for the Contractor shall be responsible for the prevention of fire and shall formulate plans and instruct all workmen in emergency action.
 - c) Protect all existing fire hydrants and keep free.
- 6) Each Contractor shall remove all snow and ice as may be required for the proper protection and prosecution of his work.

107.47 - ARCHAEOLOGICAL DISCOVERIES

When the Contractor's excavating operations encounter remains or prehistoric people's dwelling sites or artifacts of historical or archeological significance, the operations shall be temporarily discontinued. The Engineer will contact Ohio Historical Preservation Office to determine the disposition thereof. After consultation with the Ohio Historical Preservation Office, the Engineer may elect to discontinue the work in the area indefinitely, resume normal excavation, or excavate for artifacts. When directed by the Engineer to excavate for artifacts, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and shall remove them for delivery to the custody of the proper authorities.

Such excavation will be considered and paid for as extra work.

107.48 - PROJECT RECORD DOCUMENTS

A. Definitions

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

B. Record Documents

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

C. Certificate of Compliance

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

D. Samples

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

E. Record Drawings

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

107.49 - CLOSE OUT CHECKLIST

A. Specified herein; contract closeout procedure schedule summarizes action to be taken or submittals to be completed by each prime Contractor prior to issuance of the Contract Completion Certificate (Item 107.49C). Additional information of these items occurs in the General Conditions and in applicable parts of the specifications.

B. Basic items required of the Contractor:

- 1) As-built/Record Drawings (Item 107.48).
- 2) Affidavits of Wage Compliance (Pages 103-2 and 103-3).
- 3) Affidavit of Waiver of Lien (Item 107.32.I).
- 4) All work completed including Punch List items.
- 5) Certificates of Inspection and Testing (Technical Specifications).
- 6) All Submittals as required per Items 107.35 and 107.48.

7) Final Pay Request.

C. Contract Completion Certificate: (See next page)

Certification to Butler County, Ohio

Project: Butler County, Ohio
Butler County Jail Medical Area Build-Out
Project No. 24-04-001

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

Contractor

Signature

Title

Date

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

Engineer

Signature

Title

Date

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

Signature

Title

Date

SPECIFICATIONS
AND
SPECIAL CONDITIONS

Specifications

All Drawings and Specifications for Contract 24-04-001 are part of and incorporated into this Contract whether or not they are physically attached to the Contract.

At time of bidding, Drawings and Specifications are available for downloading at no cost from the LWC ftp network. For access instructions, please contact Ed Soots at esoots@lwcinspires.com or Sherry Jeffers at sjeffers@lwcinspires.com, or by calling 937-223-6500.

An optional but strongly encouraged pre-bid conference is scheduled for Wednesday, May 8, 2024 at 10 a.m. on site at 705 Hanover Street, Hamilton, Ohio. Please email RSVP to Captain Kevin Grathwohl at kgrathwohl@butlersheriff.org and Debra Maloney at dmaloney@butlersheriff.org. No Questions and Answers will be provided during the pre-bid tour. All Questions and Answers must be emailed to Debra Maloney at dmaloney@butlersheriff.org completion of the tours. The questions and answers as an addendum will be provided in a separate document on the Sheriff's and/or Commissioner's website where all bidders will have access to this information.

Special Conditions for Project

Contractors are responsible for including all pertinent product data (if applicable) in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, should also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

General Description:

The intended purpose of the project is to increase the capacity of the Medical Services area of the facility as follows:

- Provide and construct an exterior temporary access door. This door will be removed and infilled at completion.
- Demolition of interior masonry partitions, concrete slabs, and various finish materials. It is the intent of the Butler County Sheriff to provide inmate labor for demolition activities where feasible. A Corrections Officer will be provided for security but the Contractor will be responsible for supervision of the work of the inmates.
- Provide and install new concrete slabs where cutting has been done for plumbing installation.

- Construct new concrete masonry partitions with reinforcing and grout to create new rooms for inmates and staff.
- Construct new reinforced concrete lids over inmate isolation rooms.
- Provide and install new finish material including tile flooring, resinous flooring, base, painting, and suspended acoustical panel and drywall ceilings.
- Installation of security doors, locks, windows, hollow metal frames, and related security glass.
- Provide and install fixtures for inmate isolation rooms including such items as beds, stools, decks, shelves, mirrors, and hooks. Provide and install Day Room tables and stools
- Provide and install workstation casework in the Staff Station.
- Provide and install security related shower and toilet/sink plumbing fixtures and related grab bars, security locks, speaker/microphone in cells, and security glass as drawn.
- The Contractor shall be responsible for:
 - Project management
 - Site supervision
 - Maintaining security in work area
 - Project accounting
 - Final cleaning
 - Builder's risk and liability insurance
 - Freight charges
 - Building permits – The contractor will be responsible for paying all permit fees required for this project. These costs are to be included in the proposal sum. The building permit is ready for pick up by the successful bidder from the City of Hamilton Building Department at a cost of \$4,429.00.
 - Attend mandatory weekly meetings with the Butler County staff and the Jail Inspectors.

Plumbing Description:

- Provide and install domestic water and sanitary piping serving new shower, toilet/sinks, floor drains, and similar items.
- Provide and install shower unit.
- Provide and install combination toilet/sink units in each inmate isolation room.
- Provide and install floor drains in shower and each inmate isolation room.
- Make connection to existing domestic water and sanitary piping.
- Provide and install pneumatic piping to serve the security door hardware.

Mechanical Description:

- Provide and install new HEPA filtration units and repair roof where new penetrations are required.
- Provide connections to existing ductwork.

- Provide and install new ventilation ductwork and related air device in reconfigured spaces.

Electrical Description:

- Provide and install new power to all reconfigured spaces.
- Provide and install new data to all reconfigured spaces and tie to existing network system.
- Provide and install new security cameras and tie to existing video monitoring system.
- Provide new lighting in all reconfigured spaces tied to existing lighting control system.
- Connect all security door related wiring, intercom, and similar equipment.

Notes:

- Section 119812 Detention Equipment: Subject to compliance with requirements, Clayborn Manufacturing, Tanner, Alabama, is an acceptable manufacturer of detention equipment.
- Security doors and frames will be prepped for hardware listed in the Door Schedule in specification Section 19812 — Detention Equipment. The hardware is to be provided and installed by the General Contractor and hardware submittals provided for use by the Owner's security door fabricator for prepping.
- Sheet 1.A001 Door Schedule and Details: Change the door material for Temporary Opening MS11.11 from SHM (security hollow metal) to HM (hollow metal).
- Sheets 1.A101 and 1.A501: At the contractor's option, in lieu of reinforcing and grouting the existing wall on the south side of Isolation MS 16, MS 17, and MS 18, a new 8" reinforced and grouted concrete masonry wall may be constructed in front of the existing wall. The reinforcing shall be the same as that shown for the north wall of these isolation rooms and be pinned to the slab. The entirety of the isolation rooms shall be shifted 8" North to accommodate the additional wall thickness. A revised drawing will be issued to the successful contractor.
- Door hardware: The door hardware has a pneumatic function. Each door shall have a home run to the existing manifold.
- Existing manifold location: See plans for location for bidding purposes. Exact location will be confirmed with successful contractor.
- Conduit for door: The conduit shall be run by the electrical contractor from the locking mechanism box in the frame to the manifold. The door frame will not come with any conduit.
- Location of the control wiring panel: See plans for location for bidding purposes. Exact location will be confirmed with successful contractor.
- Conduit for air tubing and control wiring: EMT is acceptable for the conduit for air tubing and control wiring.

- The General Contractor and their subcontractors are responsible for data/communications pathways and pulling, terminating and testing the data/communications lines. The Butler County Jail systems are serviced by Unique Security Inc., 844 Lagoon Commercial Blvd., Montgomery, AL 36117, (334) 239-8343.
- The General Contractor and their subcontractors are responsible for providing cameras in the locations shown and connected to the existing system for a fully operational system. The Butler County Jail systems are serviced by Unique Security Inc., 844 Lagoon Commercial Blvd., Montgomery, AL 36117, (334) 239-8343. Unique Security is to match existing cameras.
- Unique Security is to integrate new work to the existing system.
- The existing roof system consists of metal deck on steel joists and tapered insulation with a built-up membrane.
- The roof membrane is a Tremco 3-ply modified bitumen roof that is under an extended warranty.
- **Alternative Isolation Room Ceiling:**
 - At the contractor's option, a steel detention ceiling may be used in lieu of poured-in-place concrete over Isolation MS 08, MS 16, MS 17, and MS 18.
 - Basis of Design: Jails Correctional Products, A Division of Fabcor, Inc., Minster, Ohio, www.fabcor.com , 419-628-4428. System to include flush (no perforations) powder coated panels, all necessary suspension, wall angles, anchoring, and fasteners to attain a maximum-security rating.
 - Subject to compliance with requirements above, products from the following may also be considered:
 - Trussbilt: TrussDek and all related suspension and perimeter wall angle, anchoring, and fasteners.
 - Kane Innovations: Security Ceiling with Top Plate and all related suspension and perimeter wall angle, anchoring, and fasteners.
 - Claborn Manufacturing, Tanner, AL, claborn.com, and all related suspension and perimeter wall angle, anchoring, and fasteners.
 - If pursuing this option, the contractor shall extend new walls to 8'-8" and cap with a bond beam with 2-#4 horizontal reinforcing bars. The wall angle of the ceiling system to be anchored to the side of the wall for a ceiling height of 8'-0".

Compliance with Grant Funding Requirements:

- Pursuant to the Copeland Anti-Kick Back Act (18 U.S.C. 874), the Contractor is prohibited from inducing, by any means, any person employed in the construction,

completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled. ***See attached summary of 18 U.S.C. 874 for more information.***

- State assisted construction projects are subject to the January 27, 1972 Equal Opportunity Executive Order of the Governor of Ohio. Regulations set forth by the Ohio Department of Administrative Services shall apply to each construction contract awarded. ***Contractor shall agree to all clauses contained in the attached Covenant B.***
- The Ohio Department of Rehabilitation and Correction, the Ohio Public Facilities Commission, the State Auditor of Ohio, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor for purposes of audit, examination, making excerpts, or making transcriptions.
- Contractor shall agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. ***Contractor shall agree to all clauses contained in the attachment headed "Clean Air Act and Federal Water Pollution Control Act."***

COVENANT B OF THE JANUARY 27, 1972
EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER
OF THE GOVERNOR OF OHIO

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

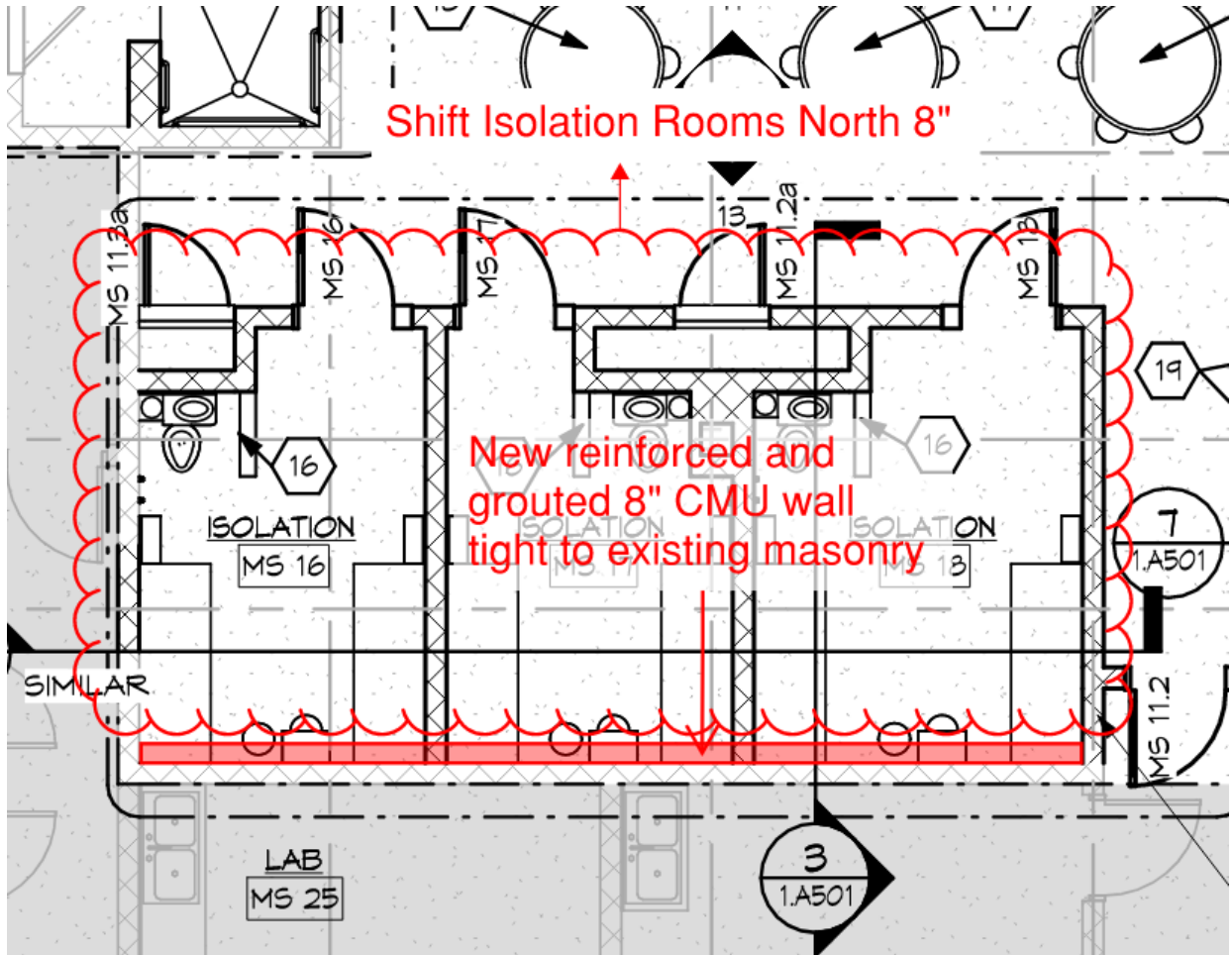
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.
2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
5. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
6. Full cooperation as expressed in clause 5 above, shall include, but not be listed to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.

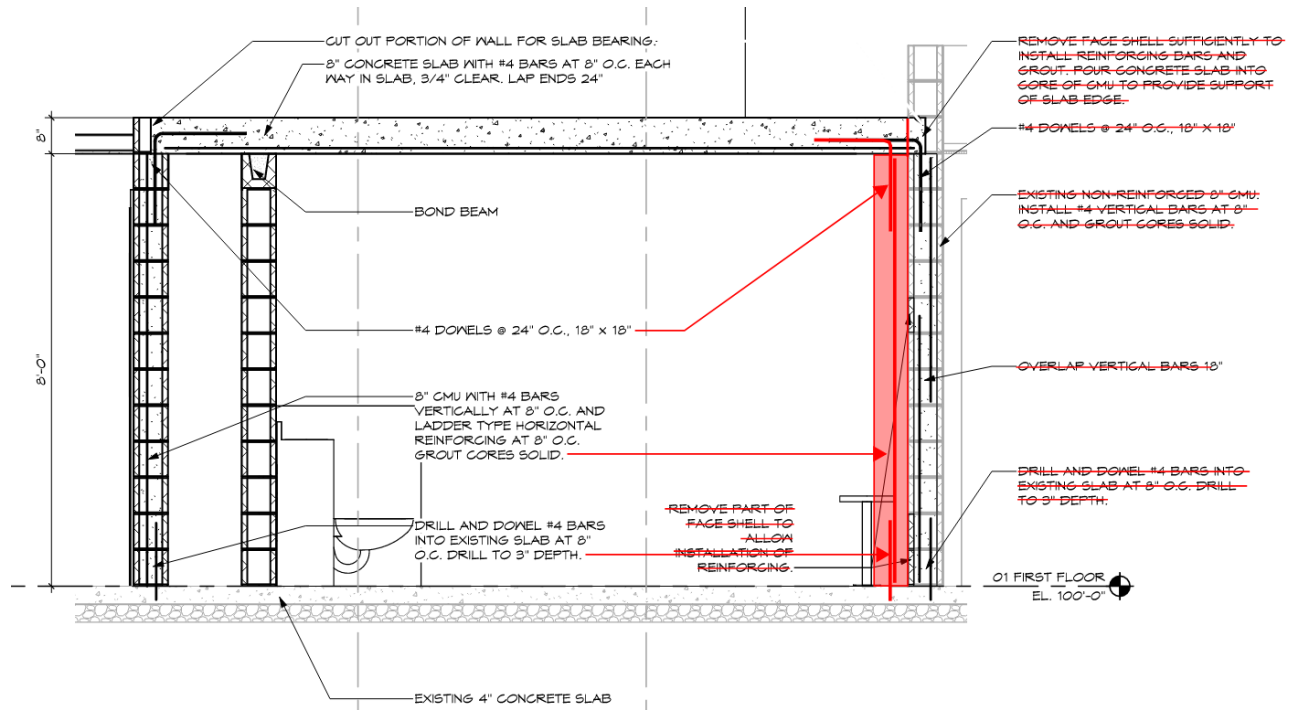
8. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

NOTICE: THE CONTRACTOR MUST COMPLY WITH THE PROVISIONS OF THE GOVERNORS EXECUTIVE ORDER 84-9, DATED FEBRUARY 15, 1984, WHICH REQUIRES THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS FOR THE UTILIZATION OF WOMEN ON STATE AND STATE-ASSISTED CONSTRUCTION CONTRACTS.

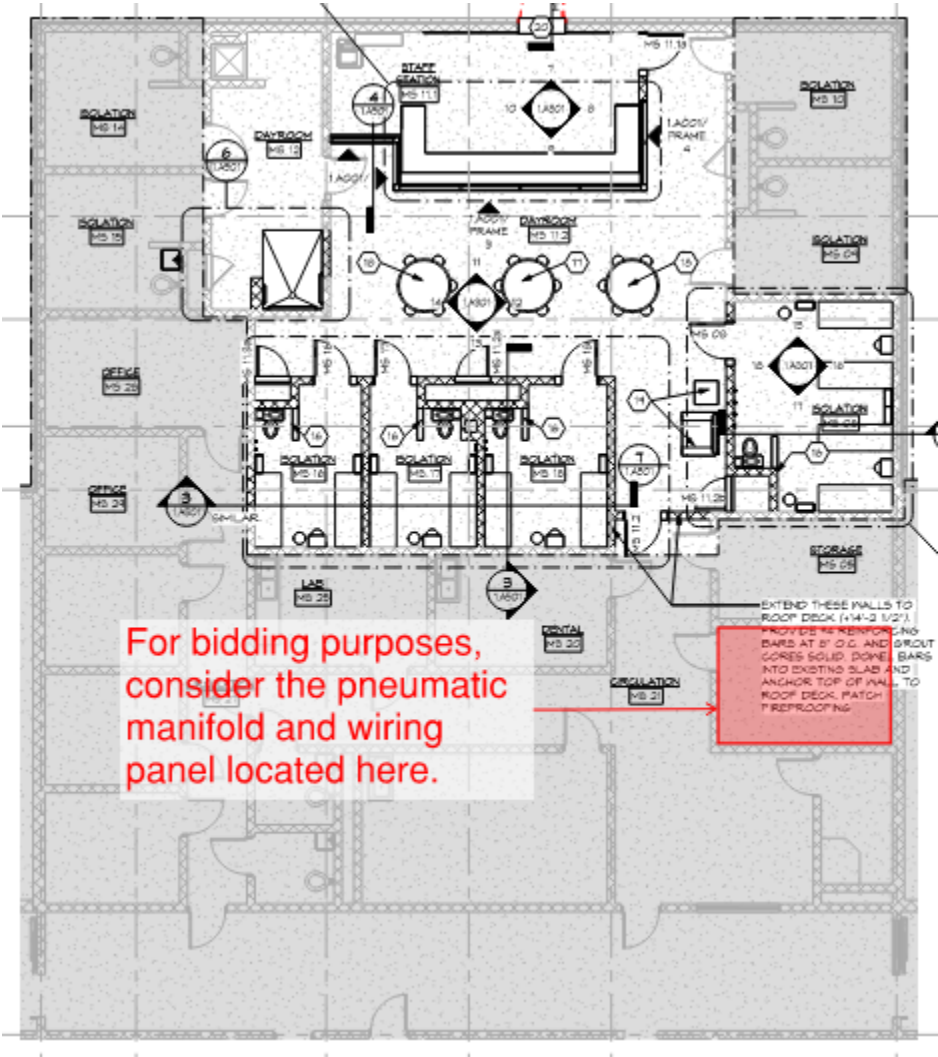
Floor Plan – New, Sheet 1.A101



Detail 3, Sheet 1. A501



Pneumatic Manifold and Wiring Panel Location



TITLE 18. U.S.C. . SECTION 874

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to do the following:

- a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by the contractor and subcontractor (d) for the construction, supply and service contracts entered into by the contractor;
- b. That any facility to be utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- c. That in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- d. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- e. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- f. That it will include the provisions of paragraphs "a" through "g" in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
- g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government, as soon as the contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

Butler County Ohio
Substitute Form W9 / Ohio Reporting Form
Request for Taxpayer Identification Number and Certification

In order to maintain Butler County's supplier records in compliance with the Internal Revenue Service regulation 1.0641-1 and Ohio Revised Code section 3121.89-3121.8911, please **complete** and return by **email to AP@butlercountyohio.org** or by **mail to:**

Auditor of Butler County
130 High Street, Fiscal Services Dept.
Hamilton, OH 45011

To **properly complete** the form, the following information must be provided:

1. Part I, line 1, enter the business owner's name (if applicable), part 1, line 2, business name (if applicable), federal tax classification, and address.
2. Part II, you must provide either a Taxpayer Identification Number (TIN) or Social Security Number (SSN)
3. Part III, **you must check "Yes" or "No"** to the question about providing goods or services as the sole owner of your business. If you check the **"Yes"** box to indicate that you are the sole owner, you must provide your name, the first date of providing goods or services for Butler County, **birth date**, and **description** of the type of good or service you will provide the county.
4. Part IV, you must answer this question if Part III is answered "Yes". Answer "Yes" only if you are receiving retirement or disability payments from Ohio Public Employees Retirement System (OPERS) or any other Ohio pension system (SERS, STRS etc)
5. Part V, **sign** the form and **enter today's date**.

For definitions of Part I and II of this form, please refer to IRS Form W-9.

Part I Business Ownership and Address Information	
Name (as shown on your income tax return). DO NOT LEAVE BLANK. If you are an individual or file under your name put your name here.	
Business name/disregarded entity name, if different from above.	
Check appropriate box for federal tax classification: (check only one box) If Individual PART III below is ALWAYS "YES"	
<input type="checkbox"/> Individual/Sole Proprietor (or single-member LLC) <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate	
<input type="checkbox"/> Limited Liability Company – Tax classification (C = C Corp, S = S Corp, P = Partnership) _____	
<input type="checkbox"/> Other _____ <input type="checkbox"/> Exempt from backup withholding	
NOTE: Check the appropriate box for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
Address Line 1 (number, street, and apt. or suite no.)	Requestor's name and address: Auditor of Butler County 130 High Street, 4th Floor Hamilton, OH 45011
Address Line 2	
City, state, and ZIP code	
Part II Taxpayer Identification Number (TIN) and Social Security Number (SSN)	
For suppliers that have a TIN, this must be entered. For individuals, sole proprietors, and corporations owned by an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. You may enter your business or DBA name on the Business name line.	
Taxpayer Identification Number (TIN): [] [] - [] [] [] [] [] [] [] [] and / or Social Security Number (SSN): [] [] [] - [] [] [] [] [] [] [] []	
Part III Additional Information Required by the State of Ohio for Independent Contractors	
Will you receive payments from Butler County as either an individual, sole owner of a business, or single-member LLC?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" is checked, you MUST complete the information below for name, date good or service provided, birth date, and description of the nature of your financial transactions with the county.	
Printed first name, middle initial, and last name	Date good or service provided (MM / DD / YY) / /
Birth date (MM / DD / YY) / /	
Describe the Nature of the transactions you will be engaged in with Butler County	
Part IV Additional Information Required by the State of Ohio for Public Employees	
Are you currently receiving a pension benefit from Ohio Public Employees Retirement System (OPERS) or any other Ohio retirement system?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you are an individual, the sole owner of your business, a single-member LLC, or a disregarded entity and have answered Part III "Yes", you must answer this question "Yes" or "No". If you answer "Yes" please fill out the SR-6 Form (Notice of Re-Employment of an OPERS Benefit Recipient)	
Part V Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).	
2. I am not subject to backup withholding because, (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.	
3. I am a US person (including a US resident alien).	
<u>Certification Instructions:</u> You must cross out exempt from backup withholding above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.	
The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.	
Signature of U.S. person _____	Date _____



The Butler County Auditor's Office offers the ability for vendors to receive payments from the County electronically, rather than by check. Payments can be deposited into a checking or savings account of your choice. In addition, you will be notified of the deposit by e-mail. The e-mail will provide all the information that would normally print on the check stub. To receive payments electronically, you must complete this form and return to the address above with a voided check or bank letter containing routing/account information. The first payment processed after we receive all documentation will continue to be a paper check. Once we are able to verify the banking information provided, via the prenote process, all future payments will be sent electronically.

Action:	<input type="checkbox"/> ADD	<input type="checkbox"/> CHANGE/UPDATE	<input type="checkbox"/> INACTIVATE
Payee Name:			Phone No:
Taxpayer ID:	<input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Butler County Employee:	YES <input type="checkbox"/> NO <input type="checkbox"/>
SSN:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Address:			
E-mail (Required):			
Bank Name:			
Bank Routing Number:	<input type="checkbox"/> Savings Acct No:		
	<input type="checkbox"/> Checking Account No:		

ATTACH VOIDED CHECK OR A BANK LETTER CONTAINING ACCOUNT AND ROUTING INFORMATION

Authorization: This authorizes the Butler County Auditor's Office to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account indicated above and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. I understand and accept the conditions of participation in the direct deposit program.

This authorization will be in effect until the Butler County Auditor's Office receives a written termination notice from myself and has a reasonable opportunity to act on it.

Print Name	Title:
Signature:	Date:



NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name

MI

Last Name

[Redacted]

Date of Birth: Month Day Year

[Redacted]

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

B U T L E R C O U N T Y

Employer Contact

First Name

MI

Last Name

J I L L

M

C O L E

Employer Code

2 0 2 5

Employer Contact Phone Number

5 1 3 — 8 8 7 — 3 1 5 5

Service Provided to Public Employer

[Redacted]

[Redacted]

Start Date of Service

Month Day Year

[Redacted]

End Date of Service

Month Day Year

[Redacted]

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. A copy of this form must be sent to OPERS.

Signature _____ Today's Date _____
Do not print or type name

CIVIL RIGHTS COMPLIANCE

Vendor agrees that in the performance of this agreement there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

Signature of Representative of Vendor

Name of Company

Date

Attachment A

APPENDIX A

SPECIAL PROVISIONS

SPECIAL PROVISIONS

COUNTY ENGINEER'S REQUIREMENTS FOR WORK IN PUBLIC ROADS

Note: The following provisions are the Standard Requirements of the County Engineer covering operation in Public Roadway Right of Ways.

In the statements below, the "Permit Holder" is defined as the County Commissioners, acting in behalf of the Water and Sewer Department for which the work is being done. The fulfillment of these requirements as herein stated, except for Paragraph 4 below pertaining to payment of Inspections, are hereby made a part of this Contract and the fulfillment of all obligations hereunder, except Paragraph 4, are or shall upon the signing of the Contract become the obligation of the Contractor.

The terms and special provisions of the attached permits issued by the Butler County Engineer to the Butler County Commissioners as "Permit Holder" for any work within the right of way of any County Road are hereby made a part of this Contract. The terms and special provisions of the permits shall be fulfilled to the specifications and satisfaction of the Butler County Engineer. It is understood and agreed that the terms and special provisions are fully covered by the performance or completion bond guaranteeing this Contract.

1. The Permit Holder shall furnish the County Engineer with the name and telephone number of the person who will be in charge of the work to be done under this Permit and who can be contacted twenty-four (24) hours a day, seven (7) days a week, during the duration of the work.
2. At least one (1) competent flagman shall be on duty during hours in which the work is in progress and at such other times as may be deemed necessary by the County Engineer.

When in the opinion of the County Engineer, or is authorized representative, heavy traffic, short sight distance or other conditions may warrant, flagmen shall be placed at each end of the work and at such other locations and for such periods of time as directed.

3. Equipment with cleats, lugs or steel tires shall not be permitted upon the pavement and shall be moved on plank runways or old rubber tires when being moved along or across the pavement which is not to be replaced. When in the opinion of the County Engineer, or his authorized agent, any equipment used in trenching, earth moving, backfilling, or other operation is causing undue damage to pavement, he shall order the work to cease until definite arrangements have been made to make repairs to the pavement and replace such equipment. Special care shall be taken to backfilling operations so that the pavement is not damaged by bulldozer or loader blades.
4. The County Engineer shall appoint an inspector over the work who shall represent the interest of the County on the work and the County shall be reimbursed for the wages of this inspector by the Permit Holder.
5. Mail boxes, drives, signs and culverts shall be reset immediately after the pipe or structure has been installed so as to cause the least interruption to service as possible. All driveways damaged shall be replaced with like material.

6. A minimum amount of trench as possible shall be kept open at any one time. All excavated trench shall be properly backfilled by the close of the working day and no open trench shall be permitted through the night hours.
7. When in the opinion of the County Engineer, dust becomes a problem due to or resulting from any work done under this permit, Calcium Chloride or bituminous material shall be used to control this dust problem.
8. The Permit Holder shall have the responsibility of maintenance for one (1) year for all cuts in the pavement, berms, ditches, or for any other work performed within the right of way.
9. After the work covered by this permit has been completed, a set of plans showing the exact location and grade of all pipes and structures shall be furnished to the County Engineer by the Permit Holder.
10. All connections for future service lines or fire hydrants shall be installed so that when they are extended that this work can be completed without opening or damaging the pavement.
11. Any and all pavement damaged or removed by any work done under this permit shall be replaced by the Permit Holder in three (3) courses. The first two courses shall consist of 4" bituminous aggregate base, Item 301, each (total 8" of 301); and the surface course shall consist of 2" asphalt concrete wearing surface, Item 404, in accordance with the State of Ohio, Department of Transportation, construction and material specifications. All edges shall be properly sealed with hot poured bitumen.
12. No debris nor rubbish shall be permitted to remain on the pavement at any time. Where due to constructed conditions, it becomes necessary to place excavated earth on the pavement, such material shall under no circumstances occupy more than one-half of the pavement width, and any stones, lumps of earth or mud and fine material washed by rains or storm water deposited upon the half of the pavement over which traffic is being maintained, shall be removed at once. Negligence in regard to keeping the road clean shall be deemed cause for stopping the work. Where such earth deposited temporarily on the pavement cannot be satisfactorily removed by mechanical equipment, it shall be removed by means of square edged shovels, scrapers or brooms or other approved means to obtain desired results.
13. All material, pipe excavation equipment, etc. used to perform the work to be done under this Permit shall be moved, removed or taken away within twenty-four (24) hours of notice by the County Engineer.
14. All pavement cuts and any other work covered by the Special and General Provisions of this Permit shall be done within twenty-four (24) hours of notice by the County Engineer or his agent. If the work is not done within twenty-four (24) hours, the County will do the work and charge the entire cost thereof to the Permit Holder.
15. Frozen material shall not be used as backfill.
16. Any cut in the pavement of a road shall be mechanically sawed. The cut shall be mechanically sawed through the entire thickness of the pavement to the base course of the roadway.

17. Traffic shall be maintained at all times; if it becomes necessary to restrict travel to one-way traffic, flagmen and signs shall be placed at each end of the work.
18. Extreme care shall be exercised when work is performed near any cables, conduits, traffic detectors or any traffic signal equipment. If any equipment is damaged, it shall be repaired immediately.
19. Permit Holder shall be responsible for any accidents caused by this work, and the Butler County Engineer will in no way be responsible for any damage claims against said Permit Holder.

ELECTRIC UTILITY NOTES

1. **DANGER** - CONTRACTOR shall contact the COMPANY prior to excavation in the vicinity of electric underground facilities or when working in close proximity of overhead electric facilities.
 - (A) For field inspector to locate underground electric lines: In Ohio call "Ohio Utilities Protection Service", 1-800-362-2764. THIS CALL SHOULD BE MADE at least 48 hours in advance, excluding hours on Saturday, Sundays and State Legal Holidays.
 - (B) For notification of construction activity near energized electric facilities, call (513) 421-9500, or the electric technician, if known, that has been assigned to your project at least 48 hours in advance.
 - (C) For additional underground electric record information, call (513) 287-2454.
 - (D) For electric engineering notification, agreements and correspondence, address to: Mr. Tom Birkenhauer, Duke Energy Corporation, Distribution Design Engineering, Room 467A, 139 E. Fourth Street, P.O. Box 960, Cincinnati, OH 45202-0960
2. Contractor shall be responsible for all damages to electric facilities during construction.
3. Electric facilities to be kept in service at all times.
4. CONTRACTOR shall be responsible for supporting existing electric facilities affected by the proposed construction.
 - (A) Where high pressure oil filled pipe type cable installations are exposed or otherwise interfered with by the CONTRACTOR, protection by the CONTRACTOR will be required against damage to the coating or surrounding thermal sand envelope.
 - (B) Where concrete encased conduit systems or direct buried cable systems are exposed or otherwise interfered with, the CONTRACTOR shall protect the system as necessary against damage. As soon as feasible, the CONTRACTOR shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the UTILITY.

- (C) Where poles or anchors that support overhead electric facilities are exposed or otherwise interfered with, the CONTRACTOR shall protect them from damage and provide temporary support to insure the integrity of the system. As soon as feasible, the CONTRACTOR shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the UTILITY.
 - (D) Where the depth of excavation for the proposed work is greater than five feet (5'), the CONTRACTOR shall sheet and shore the trench to continuously maintain the support of electric facilities at locations where the electric facilities are within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.
 - (E) All damage to electric facilities and services requiring adjustments, relocations, and/or repairs will be made at the CONTRACTOR'S cost.
5. CONTRACTOR shall not backfill exposed electric facilities until the COMPANY has inspected its facility or performed any adjustments and/or maintenance that may be required.

Note: Should CONTRACTOR damage electric facilities, CONTRACTOR shall immediately notify electric trouble at (513) 421-9500. CONTRACTOR shall keep everyone clear of damaged electric facilities until COMPANY personnel arrive at the work site.

THE DUKE ENERGY CORPORATION

GAS FACILITY NOTES

1. For Gas Engineering notification, agreements and official correspondence, address to:
Mr. Joe Lovell, Duke Energy Corporation, Distribution Design Engineering, Room 460A, 139 E. Fourth Street, P.O. Box 960, Cincinnati, OH 45202-0960
2. The gas main information provided shows the approximate locations and depths of cover and is provided to comply with statutory regulations. This information should be used only for planning, not construction.
3. All gas main depths of cover noted are approximate depths of cover recorded at the time of installation. Any resulting grade changes since the time of the main installation will cause the existing depths of cover to be different. Extreme caution must be taken to ensure safe excavation when approaching known or suspected gas facilities.
4. All gas services were installed at a minimum of 1'- 6" of cover. See (3) above.
5. For additional gas facility record information, call (513) 287-2926 or contact Mr. Joe Lovell at 421-9500.

6. To comply with federal and state regulations concerning damage prevention programs, the utility companies must be contacted at least 48 hours (2-working days) prior to excavation by calling the OHIO UTILITIES PROTECTION SERVICE (OUPS), toll free at 1-800-362-2764

CONSTRUCTION NOTES

1. Gas facilities are to be kept in service at all times.
2. The contractor shall be responsible for all damages to gas facilities during or as a result of the contractor's construction. All damage to gas facilities requiring adjustments, relocations and/or repairs will be made at the contractor's expense.
3. The contractor shall sheet and shore all excavations as required to continuously support gas facilities within the zone of the influence (as determined by the natural angle of repose of the soil).
4. Crossing buried gas facilities with heavy construction equipment may cause damage to the gas facilities. Contact the Gas Engineering Department for details on how to protect the gas facilities from damage.
5. The contractor shall not backfill exposed gas facilities until the utility has inspected its facilities and performed any maintenance and/or adjustments that may be required.
6. The contractor is responsible for preventing any damage to our gas facilities. This includes protection of coating and wrappings on steel gas mains. It also includes any damage which may have occurred to plastic gas mains, such as crimps or gouges.
7. When cast iron or similar facilities are exposed or interfered with by the contractor, replacement or reinforcement by Duke Energy may be required at the contractor's expense. Backfill with control low strength material will be required.
8. Blasting or other construction procedures which may transmit loads or vibrations in the vicinity of gas facilities must be approved by Duke Energy, Gas Engineering Department. A blasting plan, identifying all pertinent information, must be submitted in writing by a blasting expert prior to any work.