



**Monroe Council Agenda
Regular Meeting of Council
October 28, 2025 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of October 14, 2025

Visitors

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

New Business

Ordinance No. 2025-37. An Ordinance amending and supplementing Ordinance No. 2025-29, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, during fiscal year ending December 31, 2025.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: Supplemental appropriations totaling \$1,974,058 (\$418,000 in the General Fund, \$76,908 in the Fire Levy Fund, \$1,455,150 in the TIF funds, and \$24,000 in the Fire Loss Security Fund) are necessary for the items below.

Due to the retirement of the Clerk of Council and the hiring of the Clerk Pro-Tem until the current Clerk's retirement date, an additional supplemental appropriation of \$18,000 is necessary to cover the additional cost of these items.

Income Tax Refunds are \$1,150,400 as of October 20, 2025, and the 2025 budget contains \$1,000,000 for this purpose. An additional \$400,000 is being requested to cover refunds through the remainder of 2025.

Fire vehicle maintenance repairs require additional funds to make current repairs and have additional funding for potential maintenance and repairs in November and December. \$65,000 is being



requested for this purpose.

The Fire Department was awarded an \$11,908 grant from Firehouse Subs for the purchase of a new rescue boat for the water team. This grant covers 100% of the cost, and these funds require appropriation in order to pay for the rescue boat.

TIF property tax revenues exceeded budgeted revenues. Therefore, reimbursements to Monroe Local Schools and Trustee payments exceeded budget as well. Additional appropriations of \$1,455,150 are necessary for these required reimbursements.

The Fire Loss Security Fund accounts for receipts and disbursements of fire loss insurance proceeds pursuant to ORC 3929.86. Funds are not budgeted for reimbursement as any payments are dependent upon fire damage and repair of the structure. A \$24,000 reimbursement was issued, and an appropriation is required.

Resolution No. 60-2025. A Resolution authorizing the City Manager to enter into a professional services agreement between the City of Monroe and Clune Consulting Services, LLC for environmental study services related to the Monroe Bicentennial Park Loop project.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure/Parks and Connectivity

Background: The City of Monroe, in coordination with the Ohio Department of Transportation (ODOT), is advancing the Monroe Bicentennial Park Loop project (PID 124651). This federally funded project includes:

Construction of a one-mile multi-use path around Bicentennial Commons Park

Relocation of a portion of U.S. Bike Route 25 from State Route 4 into the park

No new right-of-way acquisition required

Anticipated construction timeline: Summer 2026

PROPOSAL:
Clune Consulting Services, LLC has submitted a proposal to complete the required environmental documentation and coordination required for this federally funded project. The scope of services includes:

Preparation of C2 Environmental Document

Level 1 Ecological Survey Report

Section 4(f)/6(f) Determination

Public involvement materials development

Regulated materials review

Floodplain coordination

FINANCIAL IMPACT:

Total Contract Amount \$23,667.26 ODOT Federal Grant

Federal Share (90%) \$21,300.53 Federal Grant Funds

Local Match Required (10%) \$2,366.73 City General Fund

City's Financial Obligation \$2,366.73 City General Fund



RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to execute the professional services contract with Clune Consulting Services, LLC, for environmental documentation services related to the Monroe Bicentennial Park Loop project in the amount of \$23,667.26, with the understanding that the City's financial obligation is limited to \$2,366.73 as the local match requirement.

TIMELINE:

Work will commence following authorization and proceed in accordance with ODOT review and approval requirements.

Resolution No. 61-2025. A Resolution accepting the lowest and/or best bid submitted for the Municipal Services Center Project and authorizing the City Manager to enter into a design-build contract by and between the City of Monroe and HGC Construction and emersion DESIGN for said project.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure/Good Governance

Background: The City of Monroe has identified the critical need for a new Municipal Services Center to replace the current undersized and outdated public works facilities. The existing infrastructure no longer adequately supports the City's growing operational demands, particularly for winter road maintenance, vehicle storage, and administrative functions.

Following a competitive Request for Proposals (RFP) process, staff recommends approval of a design-build contract with HGC Construction and emersion DESIGN to deliver a comprehensive Municipal Services Center that will serve the community's infrastructure needs for the next 50+ years.

PROJECT SCOPE AND COMPONENTS

Public Works Administration offices and Development Department offices

Training room for staff and community use

Crew facilities, including breakroom, locker rooms, washdown areas, and storage

Shell space for future expansion (interior finishes included per Alternate 03)

Secure entry separation for visitors and operational staffHeated Truck Storage Element

Clear-span facility with 18' minimum height to accommodate tandem axle dump trucks with plows

Vehicle washdown and snowmelt drainage systems

Direct connection to administrative areas for operational efficiency

Capacity for current and future fleet expansion

Salt Storage and Brine System

5,000-ton bulk salt storage capacity with expansion capability

Brine mixing system with protective enclosures

Corrosion-resistant materials and construction methods

Ten modular material storage bins for sand, gravel, and other materials

Covered Parking Structures (Alternate 04)



Weather-protected parking for 35-42 City-owned light-duty vehicles
Pre-engineered metal building structures totaling approximately 10,500 SF
LED lighting with motion sensors and 110V electrical outlets for block heaters
Required to meet Council mandate that no City equipment be stored outdoors
Site Infrastructure

Complete utility connections and improvements
Stormwater management systems
Employee and visitor parking areas
Future expansion pads for greenhouse, maintenance building, and cold storage
Lightning protection system for critical infrastructure protection
Perimeter security fencing and access controls (City to self-perform via purchasing cooperative)

FINANCIAL DETAILS

Total Guaranteed Maximum Price: \$18,669,358.10

Breakdown:

Base GMP: \$17,775,678.10

Preconstruction Services: \$729,989.00

Construction Services: \$17,045,689.10

Recommended Alternates: \$893,680.00

Alternate 03 - Interior Finish Build-Out: \$133,155

Alternate 04 - Covered Parking Structures: \$675,150

Alternate 05 - Lightning Protection System: \$85,375

Additional City Self-Performance Work:

Perimeter Fence (via purchasing cooperative): \$120,000-\$135,000

Enhanced Landscaping (City crews): \$8,000-\$12,000

Total Additional Investment: \$128,000-\$147,000

Cost Savings vs. Contractor Pricing: \$45,000-\$60,000 Complete Facility Investment: \$18,797,358 - \$18,816,358

Value Engineering Benefits:

Innovative earthwork betterments providing \$2.2-\$2.3 million in cost savings

City self-performance savings of \$45,000-\$60,000

Total Value Engineering: \$2.25-\$2.36 million

Fee Structure:

2% construction contingency included as specified in RFP

Performance and payment bonds provided by The Hartford (A+ rated)

One-year comprehensive warranty included

Municipal Fee Waiver: Per Addendum 4, the City has waived applicable municipal fees, including zoning, building, electrical, and mechanical permits. Third-party fees from Butler County and other agencies remain the responsibility of the project.

DESIGN-BUILD TEAM QUALIFICATIONS

HGC Construction (Primary Contractor)



Founded in 1931, 94 years of construction experience
\$100 million single project bonding capacity, \$300 million aggregate
Extensive municipal and public works project portfolio
22.5 miles from the project site, ensuring responsive project management
Proven track record with Warren County Court facilities, police headquarters, and public works buildings

emersion DESIGN (Design Partner)

Established in 2007, specializing in sustainable municipal facilities
Proven expertise in public works and infrastructure projects
Focus on life-cycle value and operational efficiency
Comprehensive architectural and engineering capabilities
Engineering Partners:

CMTA (MEP Engineering)

Infrastructure & Development Engineering - IDE (Civil Engineering)
Proven partnership with established workflows and collaborative problem-solving capabilities
Nearly a century of combined construction and design experience
Full-service integrated team with all disciplines under proven collaboration
Local presence enabling responsive project management and regular site access
Superior bonding capacity backed by The Hartford (A.M. Best A+ Superior rating)

PROJECT TIMELINE

Contract Execution: October 31, 2025
Design Development: November 2025 - March 2026
Construction Start: April 2026
Substantial Completion: June 2027
Final Completion: August 2027
City Self-Performance Timeline:

Perimeter Fence Installation: Fall 2026
Enhanced Landscaping: Fall 2027

ALTERNATE RECOMMENDATIONS

RECOMMENDED FOR ACCEPTANCE:

Alternate 03 - Interior Finish Build-Out (\$133,155): Complete shell spaces during initial construction. Due to inflation, mobilization, and disruption, future completion costs 40-76% more.
Alternate 04 - Covered Parking Structures (\$675,150): Essential to meet Council mandate that no City equipment be stored outdoors. The base bid does not accommodate 35-40 light-duty fleet vehicles. Provides 8.4-year payback and \$3.3M long-term savings.
Alternate 05 - Lightning Protection System (\$85,375): Critical infrastructure protection for emergency services facility. 6.6-year payback with insurance savings and risk avoidance of \$650,000+ over 50 years.

RECOMMENDED FOR REJECTION (City Self-Performance):

Alternate 01 - Perimeter Fence: The city will procure it via purchasing cooperative for 20-30% cost



savings (\$30,000-\$45,000).
Alternate 02—Enhanced Landscaping: City crews will self-perform at material cost only, saving \$8,000-\$12,000.

URGENCY AND GROWTH PROJECTIONS

Critical Need for Immediate Action
The City of Monroe continues to experience significant growth, placing increasing demands on public works services and infrastructure. This growth directly impacts staffing and equipment requirements, creating an urgent need for expanded facilities.

Historical Growth Data:
2007 Public Works Staff: 16 employees
2025 Public Works Staff: 35 employees
Growth Rate: 118% increase over 18 years
Current Space: No additional facility space added despite the staff more than doubling
The current facility has reached maximum capacity with no room for additional staff or equipment. This constraint limits the City's ability to respond to continued growth and maintain service levels as the community expands. The current facility is also in disrepair. Recent appraisals suggest that it would take more money to rehab the existing building than the property is valued at.

Cost of Delay Analysis
Using conservative CPI inflation projections of 3% annually, delaying this project will result in significant cost increases:
Construction Cost Inflation Projections:
Current Cost: \$18,669,358.10
3-Year Delay Cost: \$20,399,867 (increase of \$1,730,509)
5-Year Delay Cost: \$21,642,726 (increase of \$2,973,368)
10-Year Delay Cost: \$25,088,394 (increase of \$6,419,036)
Design Criteria Fees Already Invested:

Total Criteria Architect Investment: \$679,000.00
Purchase Order Remaining: \$30,950.00
Sunk Cost Subject to Inflation: \$648,050.00
Value of Design Investment If Project Delayed:

3-Year Equivalent Cost: \$741,943 (additional \$94,893 loss)
5-Year Equivalent Cost: \$787,266 (additional \$140,216 loss)
10-Year Equivalent Cost: \$912,509 (additional \$265,459 loss)

Financial Impact of Delay:

Delay Period	Construction Cost Increase	Lost Design Value	Total Additional Cost
3 Years	\$1,730,509	\$94,893	\$1,825,402
5 Years	\$2,973,368	\$140,216	\$3,113,584
10 Years	\$6,419,036	\$265,459	\$6,684,495



FUNDING AND BUDGET CONSIDERATIONS

The project cost of \$18,669,358.10 represents a comprehensive solution that addresses current operational deficiencies while providing capacity for future growth. The design-build delivery method provides cost certainty through the Guaranteed Maximum Price structure while allowing for collaborative value engineering throughout the design process.

Critical Timing Considerations:

The City has already invested \$679,000 in design criteria development

Each year of delay costs taxpayers an additional \$560,000+ in inflation

Current facility constraints limit the City's ability to serve a growing population

Staff has confirmed that adequate funding sources are available and that the project aligns with the City's capital improvement planning and long-term financial projections

STAFF RECOMMENDATION

Staff recommends approval of the design-build contract with HGC Construction and Emersion Design for the following reasons:

Qualified Team: HGC/emersion DESIGN demonstrated superior qualifications through the competitive RFP process

Exceptional Value: \$2.25-\$2.36 million in value engineering provides significant taxpayer savings, including innovative earthwork betterments

Proven Partnership: Established collaboration reduces project risk and ensures smooth delivery

Policy Compliance: Recommended alternates meet Council mandate for covered equipment storage

Strategic Benefits: Enables Planning/Zoning relocation and one-stop development services

Financial Prudence: Captures maximum cost savings through strategic alternate acceptance and City self-performance, with innovative earthwork betterments included

Quality Assurance: Superior bonding capacity and comprehensive warranty protect City investment

Cost Certainty: Guaranteed Maximum Price structure protects against cost overruns

REQUESTED ACTION

City Council is requested to:

APPROVE HGC Construction and emersion DESIGN as the Design-Build team for the Monroe Municipal Services Center project

AUTHORIZE the City Manager to execute a Design-Build contract for a Guaranteed Maximum Price of \$18,669,358.10 (base bid plus Alternates 03, 04, and 05)

APPROVE acceptance of both earthwork betterments as part of the base contract scope

AUTHORIZE staff to proceed with separate procurement of perimeter fencing via purchasing cooperative

AUTHORIZE Public Works crews to complete enhanced landscaping using City forces

Resolution No. 62-2025. A Resolution authorizing the sale of surplus Public Works equipment on GovDeals auction site.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure



Background: This list of equipment includes items that public works no longer uses or needs. We are unsure of much of its value, so we are approving the entire list. This list of equipment will be sold on govdeals, a site meant for government entities to sell excess items. All items will be sold with no reserve.

Resolution No. 63-2025. A Resolution authorizing the City Manager to enter into an agreement between the City of Monroe and Majors Enterprises, Inc. for the replacement of the existing pressure-reducing valve facility located at the northwest corner of Todhunter Road and Holman Drive.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: The City of Monroe Public Works Department is replacing the existing pressure-reducing valve facility located at the northwest corner of Todhunter Road and Holman Drive. The current vault and equipment have reached the end of their service life and no longer meet the city's operational needs for reliable water pressure management in this distribution zone. This project will thoroughly remove the existing PRV vault and all associated piping and construct a new, modern facility to provide better pressure control and remote monitoring capabilities.

The new facility will feature a cast-in-place concrete vault housing dual pressure-reducing valves sized to handle the varying flow demands in this section of the water system. The installation includes modern SCADA telemetry equipment, allowing water department staff to monitor valve performance and system pressures remotely, improving response times for maintenance and operational adjustments. The project also incorporates updated safety features and access provisions that meet current OSHA standards for confined space entry. Existing electric service is on-site but will need to be relocated in closer proximity to the new vault. This will include a new weatherproof 125-amp panel, breakers, outlets, and an equipment rack as noted in the construction drawings. Construction will require excavating the existing vault area and installing new connecting piping to tie into the existing 12-inch water main. The work also includes modifications to the pipeline alignment with new directional fittings to optimize flow characteristics through the valve station. Site restoration will return the area to its original condition with new pavement, topsoil, and seeding as required.

Resolution No. 64-2025. A Resolution authorizing the City Manager to apply for Community Development Block Grant funds for the Monroe Bicentennial Commons dark fiber extension project and to authorize the expenditure of the City's matching funds, if selected.

Sponsor: Seth Geisler

Strategic Priority: Parks and Connectivity



Background: Butler County is accepting applications for Community Development Block Grant Public Facilities & Infrastructure funds, which support projects that benefit low- to moderate-income areas. The City proposes applying for funding to extend dark fiber infrastructure to Monroe Bicentennial Commons, located within Census Tract 113, Block Groups 1 & 2. This extension would provide security enhancements and public Wi-Fi access at the park, supporting safe and accessible community facilities.

Consideration of Motion to authorize the expenditure of \$20,000 to CDW-G for network switches for the Fire Department, Engineering, Water, and Public Works buildings.

Sponsor: Dawn Levandusky

Strategic Priority: Well Managed Services and Infrastructure

Background: Network switches are recommended to be replaced every five to seven years, and are part of the core backbone for everything Information Technology. If failure were to occur, we would be looking at extended downtime because the switches require at least one week lead time for purchase and several days of configuration prior to physical installation. It is our recommendation that we proactively replace the current switches with the newest corresponding model of switches to prevent potential downtime and allow for increased security due to the availability of new firmware updates. This replacement is the second phase in a citywide hardware refreshment schedule. This has been approved in the 2025 Capital Budget.

Consideration of Motion to authorize the expenditure of \$17,000 to CDW-G for Uninterrupted Battery Supplies throughout the City buildings.

Sponsor: Dawn Levandusky

Strategic Priority: Well Managed Services and Infrastructure

Background: Uninterruptible Power Supply (UPS) units play a critical role in protecting network infrastructure and ensuring business continuity. They provide temporary power during electrical outages and stabilize voltage to prevent equipment damage or data loss. Over time, however, UPS units degrade and become less reliable, particularly their batteries, which typically have a service life of 3–5 years.

Many of the UPS devices currently deployed within the IT network have reached or exceeded their recommended service lifespan. As a result, they may no longer provide sufficient backup power or protection against surges, spikes, and power interruptions. Aging UPS units also tend to experience reduced battery capacity, increased failure rates, and a higher risk of overheating or malfunction.

Replacing the UPS systems across the network will:

Ensure continuous operation of critical systems during brief power outages or fluctuations.

Protect servers, switches, and other core IT hardware from electrical damage.

Reduce the risk of data corruption or unscheduled downtime.



Improve energy efficiency and monitoring capabilities, as newer UPS models often include network management, remote alerting, and load balancing features.

Support future infrastructure upgrades that demand more stable and efficient power protection.

By replacing aging UPS equipment, the organization strengthens the reliability of its IT environment, minimizes operational risk, and aligns with best practices for preventive maintenance and cybersecurity resilience. This item was approved in the Capital Budget for 2025.

Administrative Reports

Executive Session

To consider the compensation of a public employee or official; and

To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance. The information to be discussed is directly related to a request for economic development assistance or involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project. Council determines that executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project. A unanimous roll call vote is required to enter Executive Session for this reason.

Adjournment



**Monroe Council Minutes
Regular Meeting of Council
October 14, 2025 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Mayor Funk opened the regular meeting at 6:30 p.m. with the Pledge of Allegiance, accompanied by a flag presentation by the Honor Guard.

Roll Call

Council members present: Keith Funk, Christina McElfresh, Michael Graves, Jay Marlow, Ben Wagner, and Tom Hagedorn.

Mrs. McElfresh moved to excuse Dr. Clark; seconded by Mr. Graves. Voice vote. Motion carried.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of September 23, 2025; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Visitors

Swearing-in of Council Member Jay Marlow.

Ceremonial swearing-in of Firefighter/EMTs Evan Fortner, Travis Terry, and Chad Ruther.

Committee Reports

None.

Old Business

None.

New Business

Resolution No. 58-2025. A Resolution amending Emergency Resolution No. 44-2007 to expand the City of Monroe Community Reinvestment Area #1.

The Clerk of Council read Resolution No. 58-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 58-2025; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.



Resolution No. 59-2025. A Resolution authorizing the City Manager to enter into Amendment No. 1 by and between the City of Monroe and Fishbeck for the Community Park stormwater drainage improvements design project.

The Clerk of Council read Resolution No. 59-2025 by title only.

Mrs. McElfresh moved to adopt Resolution No. 59-2025; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Consideration of Motion to authorize the expenditure of \$39,479.57 to Civica North America, Inc. for the 2026 License, support, and maintenance agreement to maintain the police department's records management system.

Mrs. McElfresh moved to authorize the expenditure of \$39,479.57 to Civica North America, Inc. for the 2026 License, support, and maintenance agreement to maintain the police department's records management system; seconded by Mr. Hagedorn. Voice vote: six ayes. Motion carried.

Consideration of Motion to accept the Firehouse Subs Public Safety Foundation grant in the amount of \$11,908 for the purchase of a Zodiac MilPro inflatable boat.

Mrs. McElfresh moved to accept the Firehouse Subs Public Safety Foundation grant in the amount of \$11,908 for the purchase of a Zodiac MilPro inflatable boat; seconded by Mr. Marlow. Voice vote: six ayes. Motion carried.

Public Hearing. Mayor Funk opened the public hearing for the Stonybrook Incentive Tax Increment Financing (TIF) District and gave a statement on the procedure of the public hearing.

Having been sworn, Director of Finance, Jake Burton, advised that the public hearing is a required step in the process to create the Stonybrook TIF District. He explained that the parcels where the Stonybrook subdivision is being developed were previously included in a commercial TIF District, and City Council took action in November 2024 to remove those parcels from that district. In September 2025, Council passed a Resolution as the first step toward establishing the new district. Public hearing notices were issued to the property owner and the Butler County Board of Commissioners and were also published in the local newspaper. Letters will be sent to the Lakota Local School District notifying them of the City's intent to adopt the Ordinance creating the TIF District. Mr. Burton noted that he has already been in communication with the Treasurer and Assistant Treasurer of the school district. He further stated that the City anticipates establishing a 30-year TIF District under terms mutually agreed upon with the school district. The first reading of the related Ordinance is scheduled for November 11, and the second reading for November 25, with passage requested as an emergency measure to allow submittal to the State of Ohio before year-end in order to capture any homes built in 2025.

Mrs. McElfresh moved to accept the publication of notice of public hearing for the record; seconded by Mr. Wagner. Voice vote. Motion carried.

Mrs. McElfresh moved to close the public hearing; seconded by Mr. Hagedorn. Voice vote. Motion carried.



Administrative Reports

None.

Executive Session

Director of Public Works, Gary Morton, provided an update on the pedestrian project grant at Britton Lane. He noted that the appraisal for the right-of-way purchase was \$122,000, and Council had previously decided not to proceed with that purchase. The City's consultant has since learned that Ohio Living can provide a highway easement to allow completion of the sidewalk. Ohio Living has requested \$55,000 as reimbursement for landscaping, irrigation, and a brick wall that will be removed as part of the project. Mr. Morton recommended approving the reimbursement and proceeding with the project. Council agreed and approved the recommendation.

Mrs. McElfresh moved to enter into Executive Session to conference with legal counsel concerning pending or imminent litigation; and to consider the compensation of a public employee or official; and to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance. The information to be discussed is directly related to a request for economic development assistance or involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project. Council determines that executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project. A unanimous roll call vote is required to enter Executive Session for this reason; seconded by Mr. Wagner. Roll call vote: six ayes. Motion carried.

Council entered into executive session at 6:56 p.m.

Mrs. McElfresh moved to reconvene into regular session; seconded by Mr. Hagedorn. Voice vote: six ayes. Motion carried.

Council reconvened into regular session at 8:23 p.m.

Adjournment

Mrs. McElfresh moved to adjourn the regular session of Council; seconded by Mr. Marlow. Voice vote: six ayes. Motion carried.

The regular meeting of Council adjourned at 8:23 p.m.

Respectfully submitted,

Beth Combs
Clerk of Council

ORDINANCE NO. 2025-37

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 2025-29, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONROE, DURING FISCAL YEAR ENDING DECEMBER 31, 2025.

SECTION 1: To provide for current expenses of the City of Monroe, this Appropriations Ordinance is hereby repealed, amended, and supplemented so it sets aside and appropriates from the various funds of the City the amounts set forth in the following sections.

SECTION 2: There be appropriated from the GENERAL FUND:

1110	GENERAL GOVERNMENT	
000	<i>FUND EXPENSES</i>	
	OPERATING EXPENSES	51,500
	OTHER	<u>-</u>
	<i>TOTAL</i>	<i>51,500</i>
110	<i>CITY COUNCIL</i>	
	PERSONAL SERVICES	253,495
	OPERATING EXPENSES	<u>183,700</u>
	<i>TOTAL</i>	<i>437,195</i>
120	<i>CITY MANAGER'S OFFICE</i>	
	PERSONAL SERVICES	576,360
	OPERATING EXPENSES	<u>495,245</u>
	<i>TOTAL</i>	<i>1,071,605</i>
125	<i>INFORMATION TECHNOLOGY</i>	
	PERSONAL SERVICES	373,387
	OPERATING EXPENSES	<u>496,652</u>
	<i>TOTAL</i>	<i>870,039</i>
130	<i>HUMAN RESOURCES</i>	
	PERSONAL SERVICES	535,763

	OPERATING EXPENSES	<u>295,120</u>
	<i>TOTAL</i>	830,883
135	<i>ECONOMIC DEVELOPMENT</i>	
	PERSONAL SERVICES	142,326
	OPERATING EXPENSES	<u>260,000</u>
	<i>TOTAL</i>	402,326
140	<i>DEVELOPMENT</i>	
	PERSONAL SERVICES	605,912
	OPERATING EXPENSES	464,900
	OTHER EXPENSES	<u>4,000</u>
	<i>TOTAL</i>	1,074,812
145	<i>ENGINEERING</i>	
	PERSONAL SERVICES	489,968
	OPERATING EXPENSES	<u>640,750</u>
	<i>TOTAL</i>	1,130,718
150	<i>FINANCE</i>	
	PERSONAL SERVICES	1,187,247
	OPERATING EXPENSES	401,168
	OTHER EXPENSES	<u>1,400,000</u>
	<i>TOTAL</i>	2,988,415
160	<i>MAYOR'S COURT</i>	
	PERSONAL SERVICES	131,196
	OPERATING EXPENSES	<u>23,300</u>
	<i>TOTAL</i>	154,496

TOTAL GENERAL GOVERNMENT	9,011,989
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PUBLIC SAFETY

220	<i>PUBLIC SAFETY COMMUNICATIONS</i>
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PERSONAL SERVICES	876,182
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OPERATING EXPENSES	<u>133,550</u>
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<i>TOTAL</i>	<i>1,009,732</i>
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250	<i>POLICE</i>
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OTHER EXPENSES	<u>4,150,000</u>
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<i>TOTAL</i>	<i>4,150,000</i>
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270	<i>FIRE</i>
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OTHER EXPENSES	<u>4,350,000</u>
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<i>TOTAL</i>	<i>4,350,000</i>
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TOTAL PUBLIC SAFETY	9,509,732
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PUBLIC WORKS

310	<i>STREET</i>
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OTHER EXPENSES	<u>750,000</u>
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<i>TOTAL</i>	<i>750,000</i>
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330	<i>BUILDINGS AND GROUNDS</i>
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OPERATING EXPENSES	<u>623,000</u>
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<i>TOTAL</i>	<i>623,000</i>
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340	<i>CEMETERY</i>
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OTHER EXPENSES	<u>50,000</u>
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<i>TOTAL</i>	<i>50,000</i>
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TOTAL PUBLIC WORKS	1,423,000
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PARKS AND RECREATION**410** *PARK OPERATION AND MAINTENANCE*

PERSONAL SERVICES 409,981

OPERATING EXPENSES 329,000

TOTAL 738,981**TOTAL PARKS AND RECREATION****738,981****OTHER FINANCING USES****710** *CAPITAL IMPROVEMENTS*

OTHER EXPENSES -

TOTAL -**810** *DEBT SERVICE*

OTHER EXPENSES 650,000

TOTAL 650,000**TOTAL OTHER FINANCING USES****650,000**

TOTAL GENERAL FUND

21,333,702

GRAND TOTAL GENERAL FUND**21,333,702**SECTION 3: There be appropriated from the following SPECIAL REVENUE FUNDS:**2101** **PUBLIC SAFETY INCOME TAX FUND***PUBLIC SAFETY*

PERSONAL SERVICES 3,400,000

OTHER EXPENSES -

TOTAL 3,400,000**2210** **STREET FUND***PUBLIC WORKS*

	PERSONAL SERVICES	2,216,816	
	OPERATING EXPENSES	1,015,900	
	<i>TOTAL</i>		<i>3,232,716</i>
2220	STATE HIGHWAY FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	91,250	
	<i>TOTAL</i>		<i>91,250</i>
2230	MOTOR VEHICLE LICENSE		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	200	
	<i>TOTAL</i>		<i>200</i>
2310	FIRE - 1989 LEVY FUND		
	<i>PUBLIC SAFETY</i>		
	PERSONAL SERVICES	5,603,405	
	OPERATING EXPENSES	1,043,268	
	OTHER EXPENSES	3,800	
	<i>TOTAL</i>		<i>6,650,473</i>
2330	PUBLIC SAFETY FEMA GRANT FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	500	
	<i>TOTAL</i>		<i>500</i>
2370	ONEOHIO OPIOID SETTLEMENT FUND		
	<i>GENERAL GOVERNEMENT</i>		
	OPERATING EXPENSES	20,000	
	<i>TOTAL</i>		<i>20,000</i>
2410	POLICE LAW ENFORCEMENT		
	250 <i>PUBLIC SAFETY</i>		

		PERSONAL SERVICES	4,305,046	
		OPERATING EXPENSES	1,014,780	
		<i>TOTAL</i>		<i>5,319,826</i>
2420	DARE GRANT FUND			
	250	<i>PUBLIC SAFETY</i>		
		PERSONAL SERVICES	-	
		OPERATING EXPENSES	6,500	
		<i>TOTAL</i>		<i>6,500</i>
2430	ENFORCEMENT & EDUCATION FUND			
	250	<i>PUBLIC SAFETY</i>		
		OPERATING EXPENSES	3,000	
		<i>TOTAL</i>		<i>3,000</i>
2510	COURT TECHNOLOGY IMPROVEMENT			
		<i>GENERAL GOVERNMENT</i>		
		OPERATING EXPENSES	12,500	
		<i>TOTAL</i>		<i>12,500</i>
2600	2004 TIFS			
		<i>DEVELOPMENT INCENTIVES</i>		
		OPERATING EXPENSES	40,872	
		OTHER EXPENSES	4,767,458	
		<i>TOTAL</i>		<i>4,808,330</i>
2700	2004 RIDs			
		<i>DEVELOPMENT INCENTIVES</i>		
		OPERATING EXPENSES	76,824	
		OTHER EXPENSES	6,020,947	
		<i>TOTAL</i>		<i>6,097,771</i>

GRAND TOTAL SPECIAL REVENUE FUNDS

29,643,066

SECTION 4: There be appropriated from the following CAPITAL PROJECTS FUNDS:

3101 CAPITAL INCOME TAX FUND*GENERAL GOVERNMENT*

CAPITAL EXPENSES	125,500
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PUBLIC SAFETY

CAPITAL EXPENSES	200,000
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PUBLIC WORKS

OPERATING EXPENSES	-
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CAPITAL EXPENSES	2,249,386
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OTHER FINANCING USES

OTHER EXPENSES	514,500
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<i>TOTAL</i>	<i>3,089,386</i>
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3110 PARK IMPROVEMENT FUND*PARKS AND RECREATION*

OPERATING	-
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CAPITAL EXPENSES	385,000
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<i>TOTAL</i>	<i>385,000</i>
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3120 CAPITAL IMPROVEMENT FUND*GENERAL GOVERNMENT*

CAPITAL EXPENSES	-
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PUBLIC SAFETY

CAPITAL EXPENSES	-
------------------	---

PUBLIC WORKS

OPERATING EXPENSES	500
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	CAPITAL EXPENSES	2,498,168	
	<i>TOTAL</i>		<i>2,498,668</i>
6120	WATER CAPITAL IMPROVEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	100,000	
	CAPITAL EXPENSES	942,684	
	<i>TOTAL</i>		<i>1,042,684</i>
6125	WATER METER REPLACEMENT FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	30	
	CAPITAL EXPENSES	250,000	
	<i>TOTAL</i>		<i>250,030</i>
GRAND TOTAL CAPITAL PROJECTS FUNDS			<i>7,265,768</i>

SECTION 5: There be appropriated from the following DEBT SERVICE FUNDS:

4110	G.O. BOND RETIREMENT		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	781,657	
	<i>TOTAL</i>		<i>781,657</i>
4210	WATER BOND RETIREMENT		
	<i>PUBLIC WORKS</i>		
	DEBT SERVICE EXPENSE	435,336	
	<i>TOTAL</i>		<i>435,336</i>
4310	S.A. BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	100	
	<i>DEVELOPMENT INCENTIVES</i>		

	OTHER EXPENSES	1,337,261	
	<i>TOTAL</i>		<i>1,337,361</i>
4410	INCOME TAX BOND RETIREMENT FUND		
	<i>GENERAL GOVERNMENT</i>		
	DEBT SERVICE EXPENSE	614,463	
	<i>TOTAL</i>		<i>614,463</i>
GRAND TOTAL DEBT SERVICE FUNDS			<u>3,168,817</u>
<u>SECTION 6:</u> There be appropriated from the following SPECIAL ASSESSMENT FUNDS:			
5110	S.A. STREET LIGHTING FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	10	
	<i>TOTAL</i>		<i>10</i>
GRAND TOTAL SPECIAL ASSESSMENT FUNDS			<u>10</u>
<u>SECTION 7:</u> There be appropriated from the following ENTERPRISE FUNDS:			
6110	WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	1,257,736	
	OPERATING EXPENSES	1,985,300	
	OTHER EXPENSES	950,000	
	<i>TOTAL</i>		<i>4,193,036</i>
6210	SEWER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	107,365	
	OPERATING EXPENSES	1,322,200	
	<i>TOTAL</i>		<i>1,429,565</i>

6310	STORM WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	249,700	
	OPERATING EXPENSES	352,650	
	CAPITAL EXPENSES	471,688	
	<i>TOTAL</i>		<i>1,074,038</i>
6410	GARBAGE FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	127,143	
	OPERATING EXPENSES	1,122,000	
	<i>TOTAL</i>		<i>1,249,143</i>
6510	CEMETERY FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	40,000	
	OPERATING EXPENSES	94,600	
	<i>TOTAL</i>		<i>134,600</i>
6610	STREET LIGHTING FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	153,050	
	<i>TOTAL</i>		<i>153,050</i>
GRAND TOTAL ENTERPRISE FUNDS			<u>8,233,432</u>

SECTION 8: There be appropriated from the following TRUST AND AGENCY FUNDS:

7100	CEMETERY MAINTENANCE TRUST FUND		
	<i>FUND EXPENSE</i>		
	OPERATING EXPENSES	10,000	
	CAPITAL EXPENSES	27,500	
	<i>TOTAL</i>		<i>37,500</i>

7110	MOUND CEMETERY TRUST FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	10,000	
	CAPITAL EXPENSES	27,500	
	<i>TOTAL</i>		<i>37,500</i>
7120	LONG STREET CEMETERY TRUST FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	250	
	<i>TOTAL</i>		<i>250</i>
7310	FIRE HISTORIC PRESERVATION FUND		
	<i>PUBLIC SAFETY</i>		
	CAPITAL OUTLAY	-	
	<i>TOTAL</i>		<i>-</i>
7320	FIRE LOSS SECURITY FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING	24,000	
	<i>TOTAL</i>		<i>24,000</i>
7410	DRUG LAW ENFORCEMENT TRUST FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	20,000	
	<i>TOTAL</i>		<i>20,000</i>
GRAND TOTAL TRUST AND AGENCY FUNDS			<i>119,250</i>
TOTAL ALL APPROPRIATIONS			<i>69,764,045</i>

SECTION 9: The City Manager is hereby authorized to convert the dollar appropriation figure in the Ordinance to such form as may be acceptable to the Auditors of Butler and Warren Counties and the Auditor of the State of Ohio provided in this conversion no change of total dollar amounts shall within the Sections of this Ordinance be permitted without approval of Council.

SECTION 10: The Finance Director is hereby authorized to draw warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of Council to make the expenditures provided that no warrants shall be drawn OR paid for salaries or wages except to persons employed by authority and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for purposes other than those covered by other specific appropriations herein made.

SECTION 11: This measure shall take effect immediately upon passage pursuant to Section 7.08(B)(1) of the Charter of the City of Monroe.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

City of Monroe

Supplemental Appropriations
October 28, 2025

FUND	FUND DESCRIPTION	CURRENT APPROPRIATIONS	ADJUSTED APPROPRIATIONS	AMOUNT OF CHANGE	% CHANGE	ACCOUNT NUMBER	REASON FOR REQUEST
1110	GENERAL GOVERNMENT						
	110 CITY COUNCIL						
	PERSONAL SERVICES	235,495	253,495	18,000	7.6%	11111051-51101	Additional Funds for Clerk of Council Retirement & Overlap of Position
	150 FINANCE						
	OTHER EXPENSES	1,000,000	1,400,000	400,000	40.0%	11115100-55903	Income Tax Refunds have exceeded budget & additional monies to cover remainder of year
2310	FIRE - 1989 LEVY FUND						
	PUBLIC SAFETY						
	OPERATING EXPENSES	966,360	1,043,268	76,908	8.0%	23127000-52350 (\$65,000) 23122055-53718 (\$11,908)	Aerial Ladder Truck Repair & other vehicle maintenance. Purchase of Boat - covered by Firehouse Subs Grant
2600	2004 TIFS						
	DEVELOPMENT INCENTIVES						
	OTHER EXPENSES	3,312,308	4,767,458	1,455,150	43.9%	2623-52614 (\$325,610) 2633-52614-VHMON (\$514,780) 2633-55801-VHMON (\$614,760)	School Reimbursement from additional TIF Revenue School Reimbursement from additional TIF Revenue Trustee Payment from additional TIF Revenue
7320	FIRE LOSS SECURITY FUND						
	PUBLIC SAFETY						
	OPERATING	-	24,000	24,000	100.0%	73220000-55903	Refund of Fire Loss Security Deposit at 6154 Hamilton Middletown Rd.

RESOLUTION NO. 60-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONROE AND CLUNE CONSULTING SERVICES, LLC FOR ENVIRONMENTAL STUDY SERVICES RELATED TO THE MONROE BICENTENNIAL PARK LOOP PROJECT.

WHEREAS, the City of Monroe, in coordination with the Ohio Department of Transportation (ODOT), is advancing the Monroe Bicentennial Park Loop Project, which includes construction of a one-mile multi-use path around Bicentennial Commons Park and relocation of a portion of U.S. Bike Route 25 from State Route 4 into the park, with no new right-of-way acquisition required; and

WHEREAS, Clune Consulting Services, LLC has submitted a proposal to complete the required environmental documentation and coordination for the federally funded project; and

WHEREAS, the total cost for these services is \$23,667.26, of which 90% will be funded through the ODOT federal grant, and the remaining 10% will be the City's local match from the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement with Clune Consulting Services, LLC for professional environmental study services related to the Monroe Bicentennial Park Loop Project, in an amount not to exceed \$23,667.26, pursuant to the terms and conditions attached hereto as "Exhibit A" and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



September 30, 2025

Ms. Lindsey Kieres, P.E., PTOE
Engineering Director, Goodhue Consulting
9191 Glenridge Blvd
Dayton, OH 45458

Re: Scope and Fee Proposal:
BUT-Monroe Bicentennial Park Loop (PID 124651)

Dear Ms. Kieres:

Clune Consulting Services (CCS) is pleased to submit a proposal to prepare environmental studies for this multi-use path project in Bicentennial Commons Park in the City of Monroe, Butler County, Ohio.

Thank you for this opportunity to serve the City of Monroe and ODOT District 8. Please feel free to contact me at (419) 305-0144 or via email at Nicole@CluneConsult.com to discuss this submittal or request additional information.

Sincerely,

A handwritten signature in black ink that reads "Nicole A. Clune, P.E.".

Nicole A. Clune, P.E.
Owner/Principal

Attachments: Scope & Fee Proposal

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SUMMARY OF STEPS

ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL
AND LABOR RATES FOR
BUT-Monroe Bicentennial Park Loop, PID 124651

CONSULTANT: Clune Consulting Services, LLC

Proposal Date: 9/30/25
Revised Date:

PROJECT DESCRIPTION: Prepare environmental studies for this multi-use path project in Bicentennial Commons Park in the City of Monroe, Butler County, Ohio.

Average Overhead Rate = 160.84% (Net Fee Calc.)
Overhead Percentage = 134.45%
Net Fee Percentage = 11.00%
Cost of Money = 0.00%

Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
Environmental Activities									
Environmental Studies and Document Subtotal	\$43.01	178	\$7,656.50	\$10,294.16	\$0.00	\$1,119.90	\$0.00	\$2,196.83	\$21,267.40
Project Management Activities Subtotal	\$76.00	12	\$912.00	\$1,226.18	\$0.00	\$0.00	\$0.00	\$261.67	\$2,399.86
Subtotal Authorized Items	\$45.10	190	\$8,568.50	\$11,520.35	\$0.00	\$1,119.90	\$0.00	\$2,458.51	\$23,667.26
TOTAL	\$45.10	190	\$8,568.50	\$11,520.35	\$0.00	\$1,119.90	\$0.00	\$2,458.51	\$23,667.26

PROPOSAL COST SUMMARY

ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL AND LABOR RATES FOR BUT-Monroe Bicentennial Park Loop, PID 124651

Proposal Date: 9/30/25

CONSULTANT: Clune Consulting Services, LLC

Average Overhead Rate = 160.84% (Net Fee Calc.)

PROJECT DESCRIPTION: Prepare environmental studies for this multi-use path project in Bicentennial Commons Park in the City of Monroe, Butler County, Ohio.

Overhead Percentage = 134.45%

Net Fee Percentage = 11.00%

Cost of Money = 0.00%

Task Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
Environmental Activities									
Environmental Studies and Document									
1. C2 Environmental Document	\$50.81	32	\$1,626.00	\$2,186.16	\$0.00	\$0.00	\$0.00	\$466.54	\$4,278.70
2. Level 1 Ecological Survey Report	\$33.34	58	\$1,933.50	\$2,599.59	\$0.00	\$147.90	\$0.00	\$554.77	\$5,235.76
3. Section 4(f)/6(f) Determination Request Form	\$54.53	40	\$2,181.00	\$2,932.35	\$0.00	\$0.00	\$0.00	\$625.78	\$5,739.14
4. Public Involvement	\$39.90	10	\$399.00	\$536.46	\$0.00	\$972.00	\$0.00	\$114.48	\$2,021.94
5. Regulated Material Review Screening	\$38.13	32	\$1,220.00	\$1,640.29	\$0.00	\$0.00	\$0.00	\$350.05	\$3,210.34
6. Floodplain Coordination	\$49.50	6	\$297.00	\$399.32	\$0.00	\$0.00	\$0.00	\$85.22	\$781.53
Environmental Studies and Document Subtotal	\$43.01	178	\$7,656.50	\$10,294.16	\$0.00	\$1,119.90	\$0.00	\$2,196.83	\$21,267.40
	(AVG.)								
Project Management Activities									
1. General Oversight	\$76.00	12	\$912.00	\$1,226.18	\$0.00	\$0.00	\$0.00	\$261.67	\$2,399.86
Project Management Activities Subtotal	\$76.00	12	\$912.00	\$1,226.18	\$0.00	\$0.00	\$0.00	\$261.67	\$2,399.86
	(AVG.)								
Subtotal Authorized Items	\$45.10	190	\$8,568.50	\$11,520.35	\$0.00	\$1,119.90	\$0.00	\$2,458.51	\$23,667.26
Subtotal If Authorized Items	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$45.10	190	\$8,568.50	\$11,520.35	\$0.00	\$1,119.90	\$0.00	\$2,458.51	\$23,667.26

PROPOSED LABOR RATES AND HOURS

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES,
AND LABOR RATES FOR
BUT-Monroe Bicentennial Park Loop, PID 124651

Proposal Date: 9/30/25

CONSULTANT: Clune Consulting Services, LLC

HOURLY RATES

Project Executive	\$76.00
Env. Project Manager	\$49.50
Env. Specialist II	\$33.50
Env. Specialist I	\$28.00

PROJECT DESCRIPTION: Prepare environmental studies for this multi-use path project in Bicentennial Commons Park in the City of Monroe, Butler County, Ohio.

Task Description	Project Executive	Env. Project	Env. Specialist II	Env. Specialist I	Overall Total Hours	Labor Costs
Environmental Activities						
Environmental Studies and Document						
1. C2 Environmental Document	4	24	4	0	32	\$1,626.00
2. Level 1 Ecological Survey Report	0	8	25	25	58	\$1,933.50
3. Section 4(f)/6(f) Determination Request Form	10	26	4	0	40	\$2,181.00
4. Public Involvement	0	4	6	0	10	\$399.00
5. Regulated Material Review Screening	0	12	12	8	32	\$1,220.00
6. Floodplain Coordination	0	6	0	0	6	\$297.00
Environmental Studies and Document Subtotal	14	80	51	33	178	\$7,656.50
Project Management Activities						
1. General Oversight	12	0	0	0	12	\$912.00
	0					
Project Management Activities Subtotal	12	0	0	0	12	\$912.00
Subtotal Authorized Items	26	76	51	33	190	\$8,568.50
Subtotal If Authorized Items	0	4	0	0	0	\$0.00
TOTAL	26	80	51	33	190	\$8,568.50

PROPOSED OVERHEAD

Clune Consulting Services, LLC has an approved overhead rate of 134.45%.

PROPOSED COST OF MONEY RATE

Clune Consulting Services, LLC does not have an approved cost of money rate.

NON-LABOR DIRECT COST SUMMARY

Direct Costs

BUT-Monroe Bicentennial Park Loop, PID 124651

B31 Monroe Dredgeman's Ark Loop, PID 124001											
	Postage & Shipping			Printing				Travel			
				Report Printing & Binding	Copies B/W	Copies Color	Exhibit Displays				
Task	Envelopes	Letter Postage	Package Postage					Mileage	Per Diem	Lodging	Total
Environmental Studies and Document											
1. C2 Environmental Document											\$0.00
2. Level 1 Ecological Survey Report								255			\$147.90
3. Section 4(f)/6(f) Determination Request Form											\$0.00
4. Public Involvement	60		60			120					\$972.00
5. Regulated Material Review Screening											\$0.00
6. Floodplain Coordination											\$0.00
Project Management Activities											
1. General Oversight											\$0.00

RATES			
Item	Unit	Rate	Per Unit
Postage & Shipping			
Envelopes	envelope	\$0.20	per envelope
Letter Postage	letters @	\$0.78	each
Package Postage	packages @	\$15.00	per box
Printing			
Report Printing & Binding	report @	\$100.00	per report
Copies B/W	page	\$0.10	per page
Copies Color	page	\$0.50	per page
Exhibit Displays	exhibit	\$100.00	per exhibit
Travel			
Mileage	miles @	\$0.58	per mile
Per Diem	person	\$59.00	per day
Lodging	person	\$98.00	per day

PROJECT NARRATIVE

Project Understanding

The City of Monroe, in partnership with the Ohio Department of Transportation, is proposing to construct a 1-mile multi-use path around Bicentennial Commons Park in the City of Monroe, Butler County, Ohio. In addition, the project would relocate a portion of US Bike Route 25 from State Route 4 to within the park. Permanent and temporary right-of-way will not be required to complete this work. Construction is scheduled to begin in October 2027 and be completed in November 2028.

Per correspondence with Goodhue Consulting, the LPA Scope of Services (see appendix A), and additional conversations with ODOT District 8, CCS will perform the following tasks:

- Task 1: C2 Environmental Document
- Task 2: Level 1 Ecological Survey Report
- Task 3: Section 4(f)/6(f) Determination Request Form
- Task 4: Public Involvement
- Task 5: Regulated Materials Review Screening
- Task 6: Floodplain Coordination

CCS will utilize the ODOT EnviroNet system for coordination throughout this project. Reports will be uploaded to the system and no hard copies will be printed.

Task 1: C2 Environmental Document

CCS will prepare a Level C2 Environmental Document for this project. All draft technical reports and related project information will be submitted electronically to the EnviroNet for review.

The CE preparation includes the following tasks:

- Project description
- Farmland Screening
- Literature search for Section 4(f)/6(f) properties
- FEMA Floodplain (FIRM) Mapping
- Literature search for Drinking Water Resources and associated plan notes

Assumptions:

- ODOT will complete any other studies not listed in this scope of work, including the Section 106 Scoping Request Form.
- No additional air or noise studies are included as part of this proposal.

Task 2: Level 1 Ecological Survey Report (ESR)

CCS will conduct the necessary ecological investigations for completion of a Level 1 Ecological Survey Reports (ESR), per the most recent ODOT Ecological Manual and all pertinent technical guidance documents. The ESR will be prepared using the ODOT online Level 1 Ecological Survey Report form on EnviroNet, including all recommended mapping, plan sheets, data forms and worksheets.

Based on desktop review of potential resources and the project study area, CCS estimates the level of effort as a medium-level ESR, per the ODOT Consultant Fee Estimation Guidance. It is assumed the field survey can be completed in one day. CCS has included 8 hours for two field staff to drive to and from the site.

CCS will upload the GPS files of ecological resources to EnviroNet for the purpose of including these resources in plan sheets and ODOT's database, as needed.

Assumptions:

- CCS will draft study area based on the Stage 1 plans.
- Streams adjacent to Bicentennial Commons Park will not be impacted below the OHWM. The completion of mussel reconnaissance/mussel surveys is not included in this proposal.
- Previously studied streams will not require the completion of a Qualitative Habitat Evaluation Index (QHEI).
- CCS will calculate impacts to resources based on the work limits in the Stage 1 plans.
- OHWM elevations will be collected by others.
- This proposal does not include costs for waterway permits and/or coordination with applicable agencies (i.e. USACE or USGS).

Task 3: Section 4(f)/6(f) Determination Request Form

The project is expected to impact one Section 4(f) resource, Bicentennial Commons Park. CCS will prepare an Official with Jurisdiction (OWJ) letter, in accordance with the ODOT *Section 4(f) Manual*, for this Section 4(f)/6(f) property. CCS will send the OWJ letter to ODOT and the City for review and approval before mailing. CCS will prepare the Section 4(f)/6(f) Determination Request Form and submit it to ODOT for review and further coordination. CCS assumes the level of effort falls within the threshold of a low-level Section 4(f)/6(f) Determination.

In addition, a Recreational Boating Form will be completed for impacts associated with the Great Miami River Water Trail.

Assumptions:

- CCS will send the OWJ letter and Recreational Boating Form to the City/ODOT for review and approval before (e)mailing.
- It is assumed two OWJs will be involved.
- The Designer will provide design information and mitigation measures for inclusion in the Section 4(f) OWJ letters and Determination Request Form.
- This task includes one site-visit.
- Any coordination with ODNR and/or the National Park Service will be completed by ODOT.

Task 4: Public Involvement

In accordance with the most recent ODOT Public Involvement Manual and Public Involvement Toolbox, public involvement activities for the project will include the following:

Property Owner Notification Letters

CCS will prepare Property Owner Notification letters (PONLs) for property owners within the project area. The PONLs will discuss the proposed work, pedestrian access, anticipated maintenance of traffic, and other potential impacts. CCS will be responsible for developing the mailing list, preparing the draft letters which will be sent for review and approval, and mailing the letters.

Project Notification Letters

Project Notification Letters (PNLs) will be prepared and distributed to local schools, public services, and EMS providers. The PNLs will discuss the proposed work and potential impacts. CCS will be responsible for developing the mailing list, preparing the draft letters which will be sent for review and approval, and mailing the letters.

Press Release

CCS will prepare a press release, which will discuss the proposed work, pedestrian access, anticipated maintenance of traffic, and other potential impacts. The draft press release will be sent to the City and District for review and approval.

Assumptions:

- The City will be listed as the point of contact on all Public Involvement materials.
- The City will be responsible for issuing the press release and posting it to their website.
- The City will be responsible for preparing and (e)mailing responses to public comments.
- The City will send CCS all submitted public comments to include in the environmental document.

Task 5: Regulated Materials Review (RMR) Screening

CCS will conduct an RMR Screening in accordance with the most recent ODOT RMR Manual. The RMR screening will include investigations of various sources and evaluations of properties within the project limits to assess project risks. Investigations can include review of mapping from USGS, current and historic aerial photographs, roadway maps, and the RMR Analysis Viewer.

Assumptions:

- CCS estimates a low level of effort per the ODOT Consultant Fee Estimation Guidance; with one property in need of a Regulatory File Review.
- Per Goodhue Consulting, deep excavation and permanent right-of-way takes are not anticipated for the project.
- Fees for RMR Assessments/Investigations are not included in this task. If required, a future proposal will include fees for this work.

Task 6: Floodplain Coordination

The project is located within the regulatory floodway and Zone AE of a FEMA designated floodplain. The following floodplain documents may be required for the project in accordance with the most recent ODOT Floodplain Management Guidelines.

- FEMA FIRM Mapping (CCS)
- Letter of Notification (LD-52) or Letter of Exemption (LD-53) (CCS)
- Letter of Compliance (LD-51) (Local Floodplain Administrator)
- Hydrologic and Hydraulic calculations (City, if applicable)
- No-Rise Certification (LD-50) (City, if applicable)
- Floodplain Statement of Findings (CCS)

Assumptions:

- The floodplain documentation will be prepared using Stage 1 plans.
- This proposal does not include additional coordination for floodplain mitigation efforts, if required.
- If a variance is requested for relief from local floodplain standards, additional coordination will be conducted between the City, the Local Floodplain Administrator, and FEMA.
- If needed, the City will prepare the Hydrologic and Hydraulic calculations and No-Rise Certification Form (LD-50) for the project.

Project Management Activities: General Oversight

CCS has included project management time for general oversight, project set up and non-routine items not included in other scoped tasks.

PROJECT SCHEDULE

The project schedule will be determined once authorization is received.

Contract Signature Page

This signature page is part of the BUT-MONROE BICENTENNIAL PARK LOOP (PID 124651) agreement based on the Clune Consulting Services proposal dated September 30, 2025, by and between the parties listed below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature affixed below.

Party 1

Name: _____
Title: _____
Company Name: _____

Signature: _____
Date: _____

Party 2

Name: Nicole A. Clune, P.E.
Title: Owner/Executive Director
Company Name: Clune Consulting Services, LLC

Signature: 
Date: October 17, 2025

Appendix A

**Scope of Services
Documents**

LPA SCOPE OF SERVICES FORM**A. Project Identification**

County	BUT	Route	Monroe Bicentennial	Section	Park Loop
Project sponsor / Maintenance responsibility:			City of Monroe		
Local Let	X		ODOT Let		
Scope field review:	09/02/2025		Scope meeting:	09/02/2025	
Highway Functional Classification		N/A			
PID	124651				
Fiscal Year	2026 (construction contract)		Proposed Sale Date	Q4 2026	

B. Design Standard

AASHTO/ODOT (Multimodal Design Guide)/City of Monroe
--

C. Project Description

Description of Proposed Improvements:					
Construction of a 1-mile multi-use path around the Bicentennial Commons Park.					
This project will relocate a portion of US Bike Route 25 from SR 4 to within the Park.					
Prior studies / plan (identify):					
Construction plans currently under design by Fishbeck.					
Estimated Project Length: (begin pavement to end pavement including bridge)					1 mile
Work Length: (including project length & approach work)				1 mile	
Alignment:	Existing		Relocated /New	X	
Profile:	Existing		New	X	
Logical Termini: (w/explanation)	Loop around the Bicentennial Commons Park				

D. Typical Sections**Existing:**

Width:	Pavement	N/A	Graded Shoulder	N/A	Treated Shoulder	N/A
R/W	N/A					
Bridge:	face to face of rails	N/A	or toe to toe of parapets	N/A		
Curbs	Yes		No	X		
Curb ramps	Yes		No	X		
Sidewalks	Yes		No	X	Comment	
Guardrail	Yes		No	X	Type	

Proposed:

Width:	Pavement	11'	Graded Shoulder	2'	Treated Shoulder	
Bridge	N/A					
Median:	Yes		No	X	Type	
Curbs:	Yes		No	X	Type	
Curb ramps:	Yes		No	X		
Sidewalks	Yes	X	No		Comment	SUP path
Guardrail	Yes		No	X	Type	

Supplemental Information

ADT	N/A	Design ADT	N/A
DHV	N/A	Certified Traffic	N/A
T24	N/A		
Design Speed	15 mph	Legal Speed	N/A
Comments:	Project work limits are within the Bicentennial Commons Park		

E. Right-of-Way

Right-of-Way Plan:	Yes		No	X
Approximate Number of Parcels:	0			
Known relocations:	Yes		No	X

Railroad Involvement:	Yes	TBD	No	
Railroad Name:	CSX (Railroad agreement will likely be needed for construction equipment crossing the rail line during construction)			
Encroachments:	None			
Airway Highway Clearance:	Yes	X	No	
Airport Name				
Comments:	City/Consultant to confirm no airports or helipads are within 20,000 horizontal feet of the project work limits. Plan notes may be required.			

Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.

Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. A Local, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

F. Utilities

Aerial:

Phone	Yes	X	No		Name of Company	Altafiber, AT&T
Cablevision	Yes	X	No		Name of Company	Altafiber, AT&T
Power	Yes	X	No		Name of Company	Duke

Buried:

Phone	Yes	X	No		Name of Company	Altafiber, AT&T
Cablevision	Yes	X	No		Name of Company	Altafiber, AT&T
Power	Yes	X	No		Name of Company	Duke
Gas	Yes	X	No		Name of Company	Duke
Pipelines:	Yes	X	No		Name of Company	BP Oil

Revised 12/4/2020

Water	Yes	X	No		Private		Public	X
Sanitary Sewer	Yes	X	No		Private		Public	X
Storm Sewer	Yes	X	No		Private		Public	X
Other								
Comments	Utilities to be verified by design consultant							

G. Structure Requirements – N/A

H. Design Exception(s) required

Yes		No	X	Explain	
-----	--	----	---	---------	--

I. Traffic Control

Signing:	Yes	X	No		Remarks	Meet Multimodal Design Guide
Striping:	Yes	X	No		Remarks	Meet Multimodal Design Guide
Lighting:	Yes		No	X	Remarks	
Signals:	Yes		No	X	Remarks	
RPM's:	Yes		No	X	Remarks	

J. Maintenance of Traffic

Detour	N/A	Part Width	N/A
Remarks:	Plan notes required to ensure that the playground/park remains accessible to the public during construction. A closure will be required for the short existing section of the loop that will be resurfaced.		

K. Driveways

Yes		No	X	Type	
-----	--	----	---	------	--

L. Project Funding

Project Cost Estimate	\$1,271,155				
Quantity splits needed in plans to differentiate funding participation:			Yes	X	No
Comments:	01/SAF: Construction of the loop trail in Bicentennial Commons Park. 02/NFP: 100% locally funded work in the parking lot				
Coordination with Concurrent Projects Required:			Yes	No	X
Comments:	Design of other shared use path projects are ongoing that will tie into this project.				

Cost Estimates:

	Total Federal Funds/Percent Split		Total Local Funds/Percent Split	
PE ENVIRONMENTAL	\$33,903	26%	\$97,167	74%
PE DETAILED DESIGN	\$0		\$0	
RIGHT OF WAY	\$0		\$0	
CONSTRUCTION	\$958,950	90%	\$106,550	10%
CONST ENGINEERING	\$0	0%	\$74,585	100%
TOTAL	\$992,853	78%	\$278,302	22%

ODOT Safety funds (4HJ7) capped at \$1,092,138 across all phases of the project.

M. Cost Recovery

Does the LPA intend to recover any Direct Labor Costs associated with this project?	Yes		No	X
Does the LPA intend to recover any Fringe and Overhead Costs associated with this project?	Yes		No	X
What Cost Recovery method does the LPA intend to utilize? ☒ 1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs. ☐ 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate^a ☐ 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)^b, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate. ☐ 4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.				
Does the LPA currently have a timekeeping system in place?	Yes		No	X
If so, does that system track both payroll and project hours concurrently?	Yes		No	
If different systems, how does the LPA reconcile project hours to payroll? 				
How often are payroll records prepared? 				

^a The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

^b Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

For employees working on multiple activities, does the LPA track daily time by activity/project on the time sheets? <i>(only tracking hours worked on Federal projects is non-compliant. All activity hours must be shown)</i>	Yes		No	
Does the LPA ensure that timecards are signed by the employee?	Yes		No	

N. Environmental

Scope of the Proposed Action /Involvement with Resources:				
These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.				
	Not required	Required	Responsibility	Comments
Tentative CE Level C2		X	City of Monroe	C2
Purpose and Need Statement	X			
Section 106 Scoping Request Form		X	ODOT	
Cultural Resource Phase I	X			
Cultural Resource Phase II	X			
Cultural Resource Mitigation	X			
Cultural Resource Section 4(f)	X			
Data Recover Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation		X	City of Monroe	4(f) required; no 6(f)
Recreational Boating		X	City of Monroe	
Level 1 Ecological Survey Report		X	City of Monroe	Mussell Survey required
Level 2 Ecological Survey Report	X			
Wetland Survey	X			
Section 9/Section 10 Stream		X	City of Monroe	If-authorized
404 NWP-Army Corps of Engineers		X	City of Monroe	
404 PCN-Army Corps of Engineers		X	City of Monroe	If-authorized
404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application	X			
Coast Guard Coordination	X			

ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR		X	City of Monroe	Covered in C2-Level Document
Public Involvement		X	City of Monroe	Letters
Public Meeting	X			
RMR Screening		X	City of Monroe	
RMR Assessment/Investigation		X	City of Monroe	If-authorized
Drinking Water Resources		X	City of Monroe	Covered in C2-Level Document
Flood Plain/Flood Way		X	City of Monroe	
Community Impacts		X	City of Monroe	Covered in C2-Level Document
Noise Study	X			Covered in C2-Level Document (Flowcharts only)
Air Quality Analysis	X			Covered in C2-Level Document (Flowcharts only)

Asbestos Inspection Required:	Yes		No	X
Comment:	ODOT staff can assist with the scoping of the prequalified environmental consultant. Contact Ken Padgett and Taylor DeGroote.			

Any Known Environmental Concerns (ex. historic properties on National Register, wetlands, underground storage tanks, stream relocation):

SEMS (US EPA): OHN000510410 – Monroe Transformer 1/10 mile buffer is on adjacent property which is why RMR assessment/investigation is listed as if-authorized.
This section of the Gregory Creek might be considered Section 10.

O. Roles / Responsibilities

Construction plan development:	City (Fishbeck)
Proposal/Specification Development:	City
LPA Agreement:	ODOT/City
Form and preliminary legislation:	ODOT/City
Advertising and award of contract:	City
Construction inspection:	City/ODOT Prequalified Consultant
R/W plan development:	N/A
R/W acquisition / appraisals:	N/A
Utility Coordination / Relocation:	City

P. Field Review

Date:	09/02/2025
-------	------------

REPRESENTATIVES PRESENT:

ODOT: Tami Brehm, Casey Carriere, Taylor DeGroote, Andrea Henderson, Brianne Hetzel, Tom Mazza, John Otis, Ken Padgett, Teri Scanlon, Erin Smith, James Zeller

City of Monroe: Paul Goodhue, Constance Kepner, Lindsey Kieres

Fishbeck: John Pease, Robert Rusnak

OTHER NOTES/COMMENTS:

Drainage:

- Culvert/Storm Sewer, Ditch, and BMP calculations will need to be submitted.
 - BMP for multi-use trails through open field/woods/park property with greater than 1 acre of Project EDA: If a project adds any new impervious area in new permanent right of way, then that project is considered New Construction for BMP purposes. When calculating the treatment percentage for New Construction projects, it is important to draw a distinction between city road right-of-way and city property. For portions of the new trail within a road right-of-way, we consider that area 100% impervious for “Aix”. If the city property is through a park or other natural area, then that area would not be considered 100% impervious. Only the existing paved area within the limits would be considered impervious through a city park for “Aix”. For these situations, the Treatment Percentage is often 100%. This can make meeting the treatment requirements difficult, so the following information is provided to assist with BMP design:
 - Determine areas that sheet flow outside the park boundary, as this will reduce the Project EDA (See L&D Volume 2, Section 1112.1)
 - Utilize Narrow Vegetated Filter Strips per L&D volume 2, Section 1113.2.1 (only if there is no roadway, aka no curb or other roadway improvements)
 - Investigate using Ohio EPA’s runoff reduction method to provide post-construction treatment
 - Coordinate with the District early in design as BMP can impact Right of Way
 - For Local Let Projects, coordination with Ohio EPA will also be needed if the project is unable to meet BMP requirements using L&D Volume 2
- ODOT recommends moving the trail away from the steep embankment for the Great Miami River
- A floodplain permit is required from the Local Floodplain Coordinator since this is Local Let.

Note: ODOT District 8 is no longer completing a detailed review of Drainage reports for non-

Revised 12/4/2020

ODOT owned assets. We would only complete a cursory review to ensure federal requirements, such as floodplain coordination and BMP, are met.

Geotechnical:

- Collect subgrade borings per the SGE. Submit borings with stage 3 submission.
- ODOT recommends moving the trail away from the steep embankment for the Great Miami River. City could consider this area to be a geohazard to take extra precaution.

Q. Schedule

Milestone 	Date 	Completed	SFY (Qtr)
 Field Review	 09/02/2025		2026 (Q1)
 LPA Scope of Services Document	 09/02/2025		2026 (Q1)
 Stage 1 Plans - Submitted	 09/02/2025		2026 (Q1)
 NEPA Start Date	 09/09/2025		2026 (Q1)
 Stage 1 Plans - Complete	 10/03/2025		2026 (Q2)
 Environmental Document Submitted	 10/06/2025		2026 (Q2)
 Stage 3 Plans - Submitted	 12/12/2025		2026 (Q2)
 Utility Note Complete	 12/22/2025		2026 (Q2)
 Local R/W Certification	 12/22/2025		2026 (Q2)
 Local Let PS&E Package to District	 12/22/2025		2026 (Q2)
 Environmental Document Approved	 01/02/2026		2026 (Q3)
 District R/W Certification	 01/05/2026		2026 (Q3)
 Stage 3 Plans - Complete	 01/12/2026		2026 (Q3)
 Plan Package Submitted to C.O.	 02/03/2026		2026 (Q3)
 Plan Package Received in C.O.	 02/03/2026		2026 (Q3)
 Sale	 03/20/2026		2026 (Q3)
 Award	 05/15/2026		2026 (Q4)
 Begin Construction	 07/06/2026		2027 (Q1)
 End Construction	 12/01/2026		2027 (Q2)

RESOLUTION NO. 61-2025

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST PROPOSAL SUBMITTED FOR THE MUNICIPAL SERVICES CENTER PROJECT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A DESIGN-BUILD CONTRACT BY AND BETWEEN THE CITY OF MONROE AND HGC CONSTRUCTION AND EMERSION DESIGN FOR SAID PROJECT.

WHEREAS, following a Request for Proposals process, staff recommends approval of a design-build contract with HGC Construction and emersion DESIGN to deliver a comprehensive Municipal Services Center; and

WHEREAS, staff has confirmed that funding is available for the project and that it aligns with the City's capital improvement plan and long-term financial projections.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The proposal submitted by HGC Construction and emersion DESIGN for the Municipal Services Center Project is hereby determined to be the lowest and/or best proposal.

SECTION 2: The City Manager is hereby authorized to enter into an agreement with HGC Construction and emersion DESIGN for the Municipal Services Center Project, in an amount not to exceed \$18,669,358.10, pursuant to the terms and conditions set forth in the proposal submitted on September 29, 2025.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

CITY OF MONROE

Monroe Public Works Facility

CLARK BLVD. MONROE, OH 45044

3/10/2024

BURGESS & NIPLE KZF DESIGN

Joint Venture

Architecture | Engineering | Interiors | Planning



DRAWING INDEX		
SHEET	NUMBER	TITLE
GENERAL	PWG000	COVER SHEET
CIVIL	PWC001	CIVIL TITLE SHEET
	PWC101	CIVIL SITE PLAN
	PWC102	CIVIL AUTOTURN PARKING
	PWC103	CIVIL UTILITY PLAN
STRUCTURAL	PWS001	GENERAL NOTES
	PWS002	GENERAL NOTES
	PWS101	FOUNDATION PLAN
	PWS102	ROOF FRAMING PLAN
	PWS501	SECTIONS AND DETAILS
ARCHITECTURE	PWA101	ADMINISTRATION BUILDING FLOOR PLAN
	PWA102	HEATED GARAGE FLOOR PLAN
	PWA103	SALT STORAGE AND MATERIALS STORAGE FLOOR PLAN
	PWA201	BUILDING ELEVATIONS - ADMIN AND HEATED STORAGE
	PWA202	SALT STORAGE AND MATERIALS STORAGE ELEVATIONS
	PWA301	WALL SECTIONS
INTERIORS	PWI111	ADMINISTRATIVE BUILDING FURNITURE FLOOR PLAN
	PWI112	HEATED GARAGE FURNITURE/ EQUIPMENT PLAN

Monroe Public Works Facility

CLARK BLVD. MONROE, OH 45044

BURGESS & NIPLE KZF DESIGN

Joint Venture

BURGESS & NIPLE

KZF DESIGN INC.

BURGESS & NIPLE, INC.

525 Vine Street
Cincinnati, OH 45202
main 513.579.0042
burgessniple.com

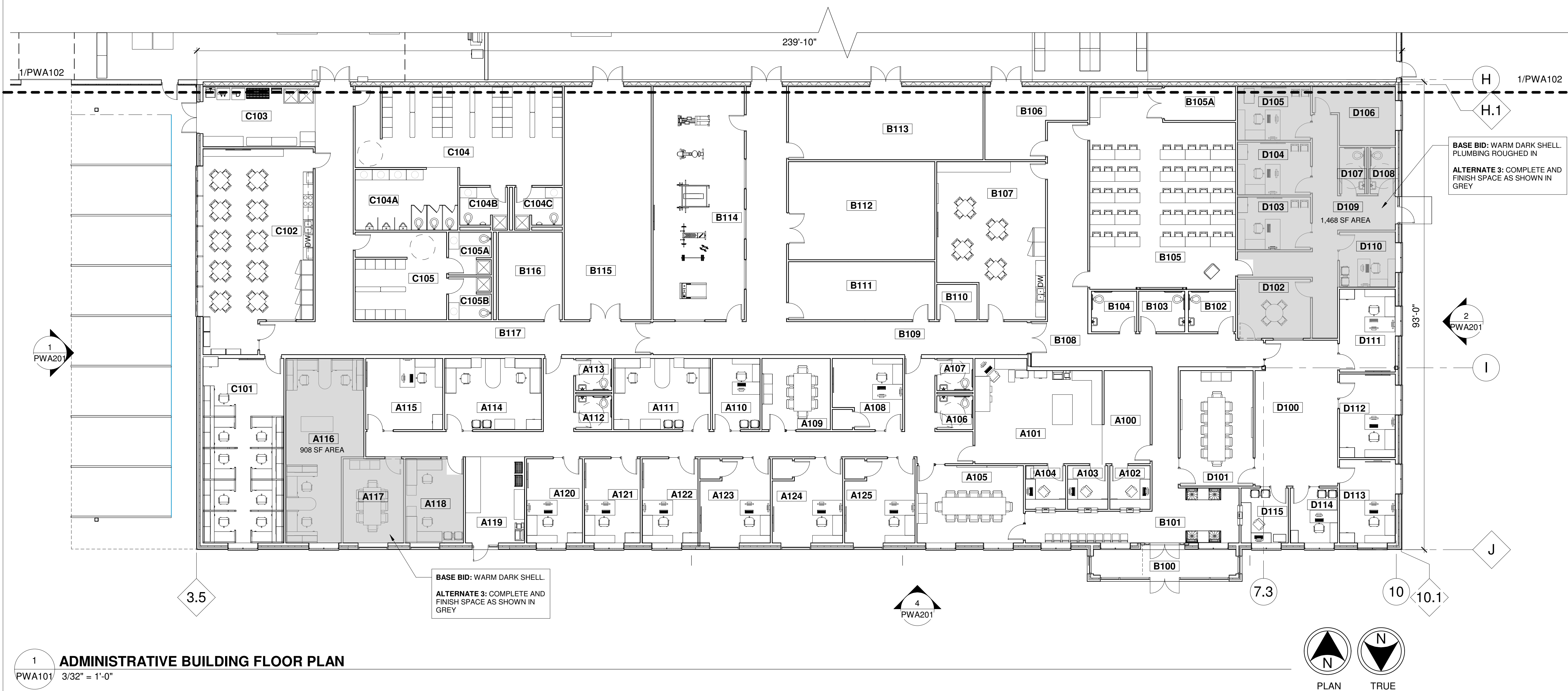
700 Broadway Street
Cincinnati, OH 45202
main 513.621.6211
kzf.com

DESIGNED	COMM. NO.
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DRAWN	DATE
EL	09/27/2024
CHECKED	PROJ. MGR.
ML	ML

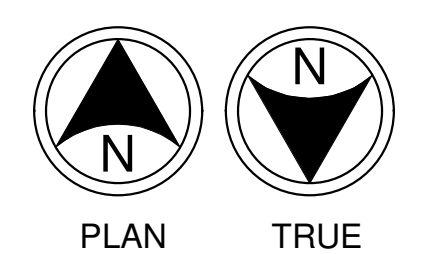
COVER SHEET

DRAWING NUMBER ISSUE

PWG000



1 ADMINISTRATIVE BUILDING FLOOR PLAN
3/32" = 1'-0"



ROOM SCHEDULE ADMIN BLDG	
NO.	ROOM NAME
A100	ADMIN FILES
A101	PW ADMIN OFFICE
A102	OFFICE
A103	OFFICE
A104	OFFICE
A105	CONFERENCE
A106	RESTROOM
A107	RESTROOM
A108	DIRECTOR
A109	CONFERENCE
A110	GIS ANALYST
A111	FUTURE OFFICE
A112	RESTROOM
A113	RESTROOM
A114	CITY ENGINEER
A115	CIVIL ENGINEER
A116	FUTURE OFFICE
A117	CONFERENCE
A118	ENGINEERING INSPECTORS
A119	PLANS
A120	PARKS SUPERINT
A121	WATER SUPERINT
A122	STREET SUPERINT
A123	MANAGER
A124	ASSISTANT DIRECTOR

ROOM SCHEDULE ADMIN BLDG	
NO.	ROOM NAME
A125	ASSISTANT DIRECTOR
B100	VEST
B101	LOBBY
B102	RESTROOM
B103	RESTROOM
B104	RESTROOM
B105	TRAINING
B105A	STORAGE
B106	TELECOM
B107	ADMIN/DP BREAK
B108	CORR
B109	CORRIDOR
B110	NURSING
B111	ARCHIVE FILES
B112	ELECTRICAL
B113	MECHANICAL
B114	FITNESS
B115	FACILITY MAINT. STORAGE
B116	WATER TEST
B117	CORRIDOR
C101	CREW LEADER
C102	CREW BREAK
C103	LAUNDRY/ WASH
C104	CREW LOCKER MEN
C104A	RESTROOM

ROOM SCHEDULE ADMIN BLDG	
NO.	ROOM NAME
C104B	SHOWER
C104C	SHOWER
C105	CREW LOCKER WOMEN
C105A	SHOWER
C105B	SHOWER
D100	OPEN COLLAB
D101	CONFERENCE
D102	CONFERENCE
D103	EXAMINER FUTURE
D104	CERT BLDG OFFICIAL FUTURE
D105	FUTURE OFFICE
D106	FILES
D107	RESTROOM
D108	RESTROOM
D109	CORRIDOR
D110	CODE ENFORCE INSPECTOR
D111	CITY PLANNER
D112	ASSISTANT DIRECTOR
D113	DIRECTOR
D114	FUTURE OFFICE
D115	PLAN/ZONE SPECIALIST

BURGESS & NIPLE
KZF DESIGN
Joint Venture

Monroe Public Works Facility
CLARK BLVD. MONROE, OH 45044

BURGESS & NIPLE, INC.
525 Vine Street
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burgessniple.com

KZF DESIGN INC.
700 Broadway Street
Cincinnati, OH 45202
main 513.621.6211
kzf.com

DESIGNED EL PR62211

DRAWN EL 09/27/2024

CHECKED ML PROJ. MGR. ML

ADMINISTRATION BUILDING FLOOR PLAN

DRAWING NUMBER ISSUE

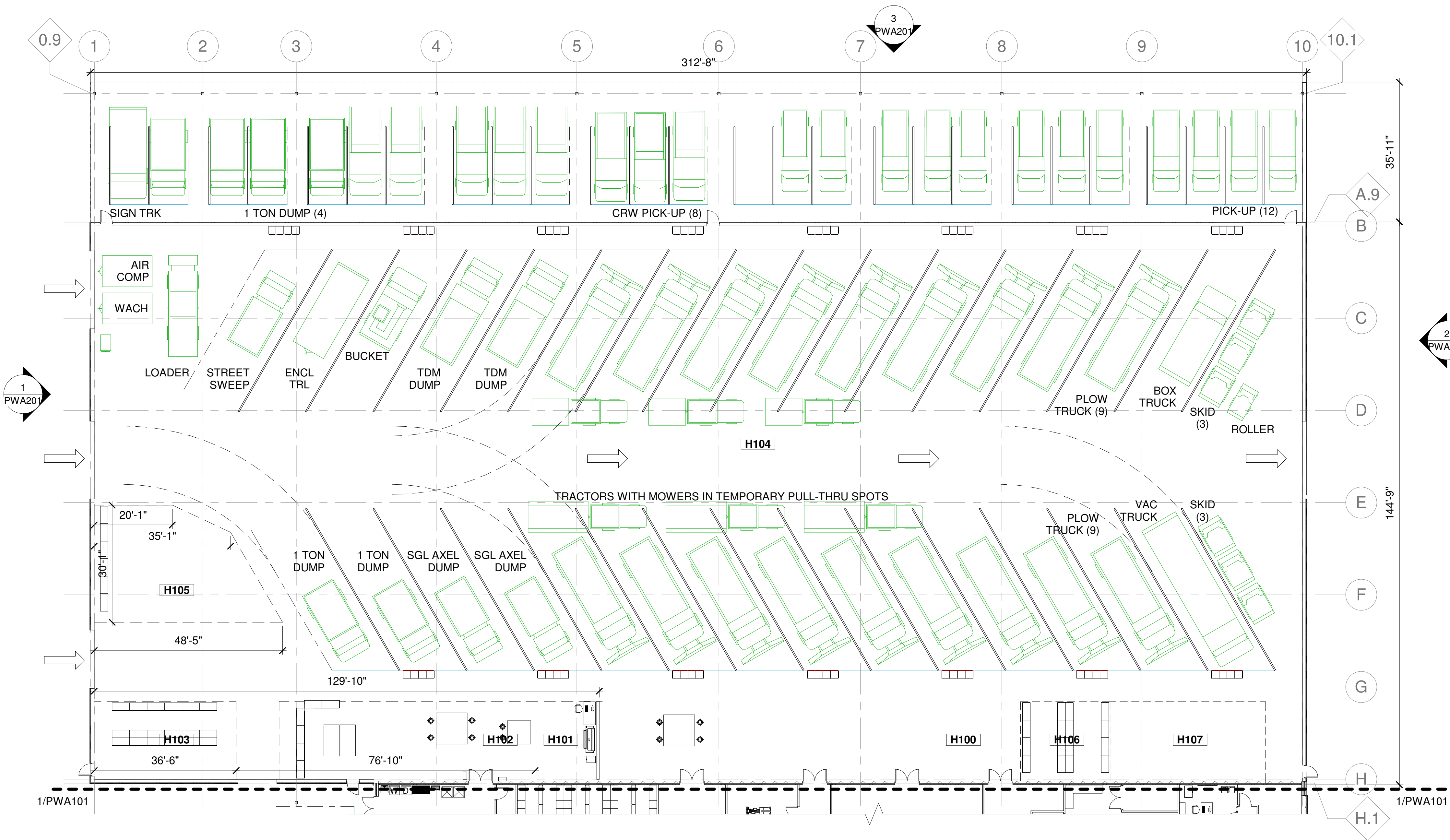
PWA101

NOT FOR CONSTRUCTION

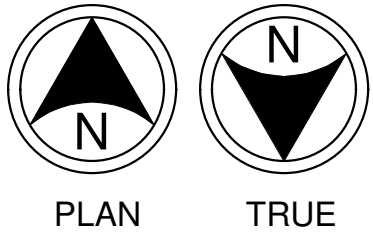
ROOM SCHEDULE HEATED GARAGE	
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H101	SIGN OFFICE
H102	SIGN WORK AREA & BLANK STORAGE
H103	STORAGE CAGE
H104	VEHICLE STORAGE
H105	STORAGE CAGE
H106	STORAGE CAGE
H107	UTILITY ENTRY

GENERAL NOTES

DRAWING NOTES



1 HEATED GARAGE FLOOR PLAN
PWA102 1/16" = 1'-0"



0 8' 16' 32'
SCALE: 1/16"=1'-0"

Monroe Public Works Facility
CLARK BLVD. MONROE, OH 45044

BURGESS & NIPLÉ
KZF DESIGN
Joint Venture

BURGESS & NIPLÉ, INC.
525 Vine Street
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main 513.579.0042
burgessniple.com

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main 513.621.6211
kzf.com

DESIGNED	EL	COMM. NO.	PR62211
DRAWN	EL	DATE	09/27/2024
CHECKED	ML	PROJ. MGR.	ML

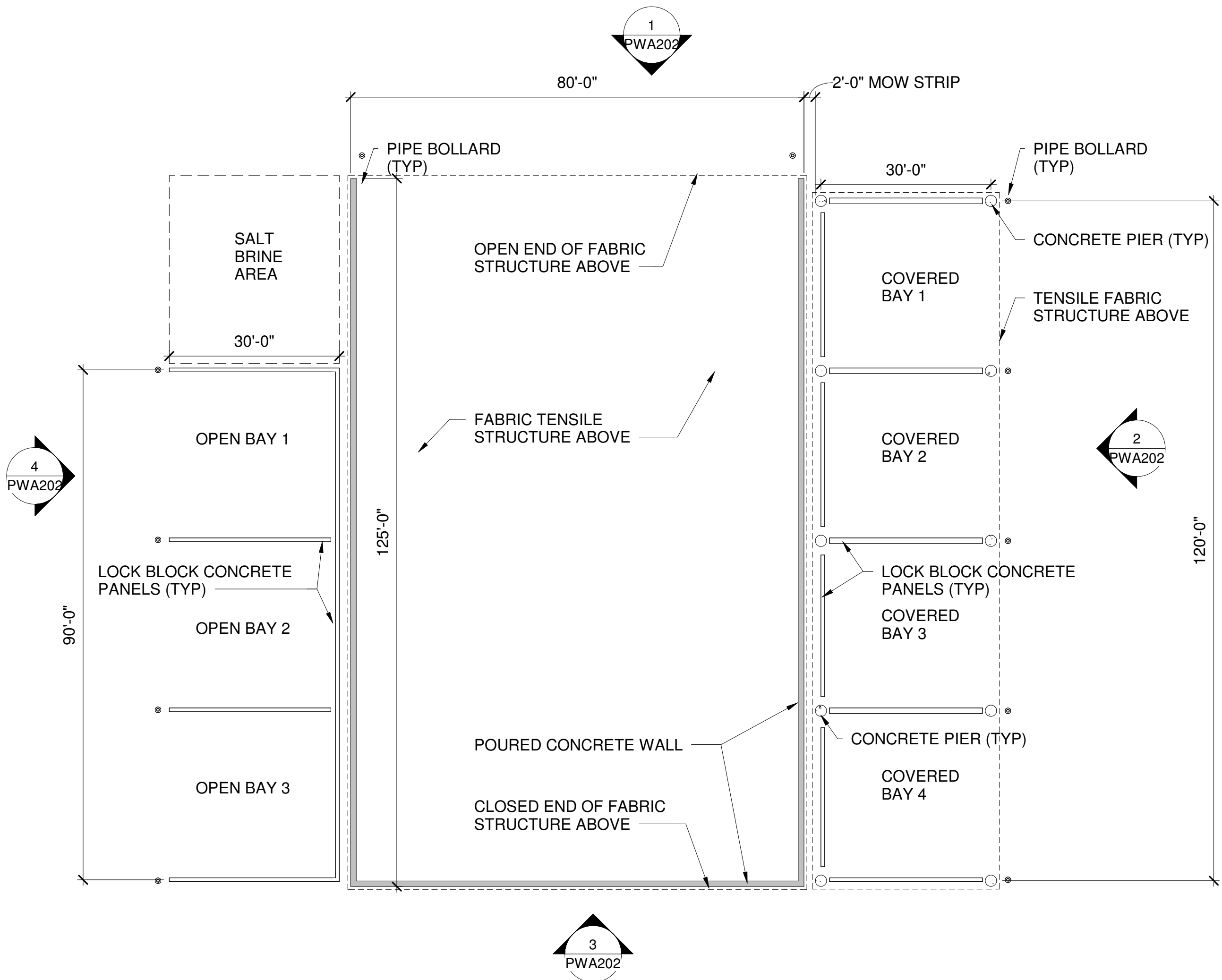
HEATED GARAGE
FLOOR PLAN

DRAWING NUMBER ISSUE
PWA102

NOT FOR CONSTRUCTION

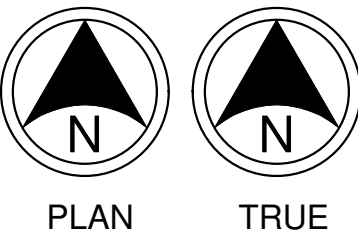
GENERAL NOTES

DRAWING NOTES



3
PWA103
1/16" = 1'-0"

SALT STORAGE AND MATERIALS STORAGE FLOOR PLAN



SCALE: 1/8"=1'-0"

DESIGNED	COMM. NO.
EL	PR62211
DRAWN	DATE
EL	09/27/2024
CHECKED	PROJ. MGR.
ML	ML

**SALT STORAGE
AND MATERIALS
STORAGE FLOOR
PLAN**

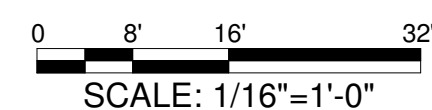
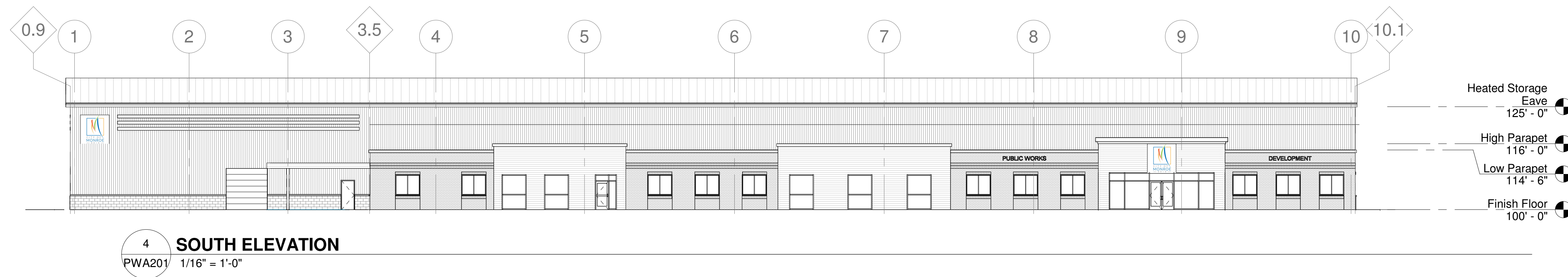
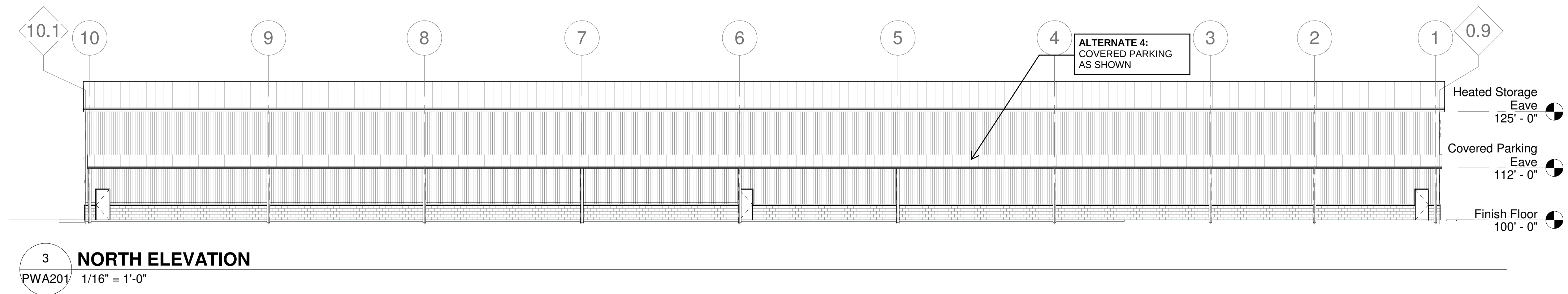
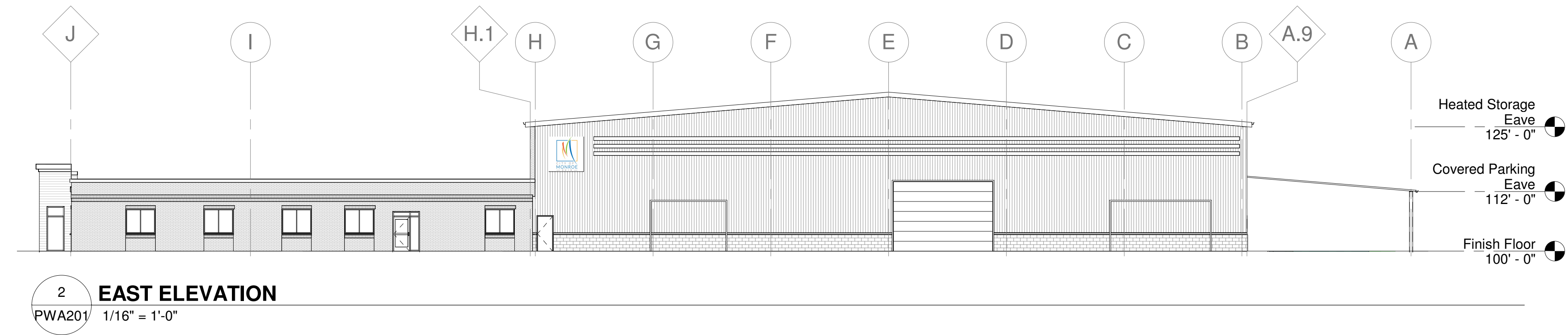
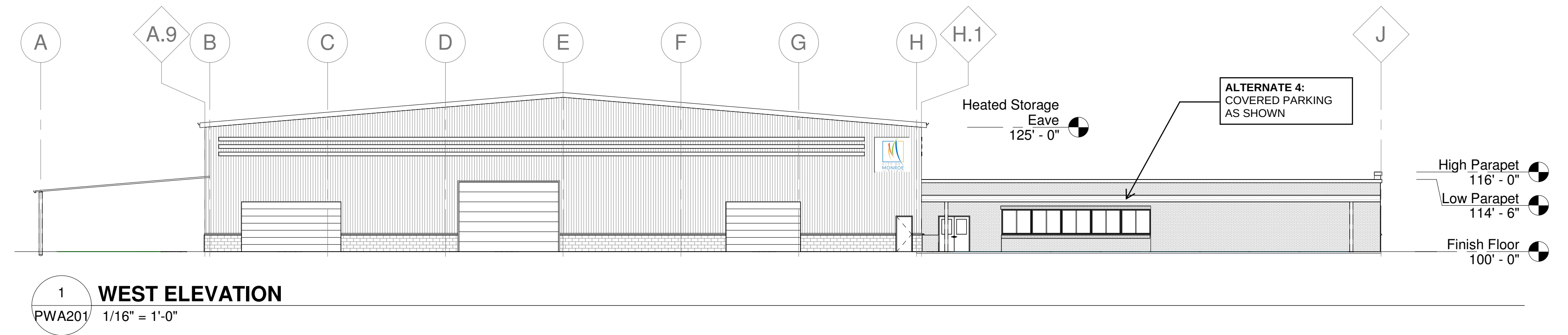
DRAWING NUMBER ISSUE
PWA103

Monroe Public Works Facility
CLARK BLVD. MONROE, OH 45044

KZF DESIGN
Joint Venture

BURGESS & NIPLÉ
BURGESS & NIPLÉ, INC.
525 Vine Street
Cincinnati, OH 45202
main 513.579.0042
burgessniple.com

KZF DESIGN INC.
700 Broadway Street
Cincinnati, OH 45202
main 513.621.6211
kzf.com



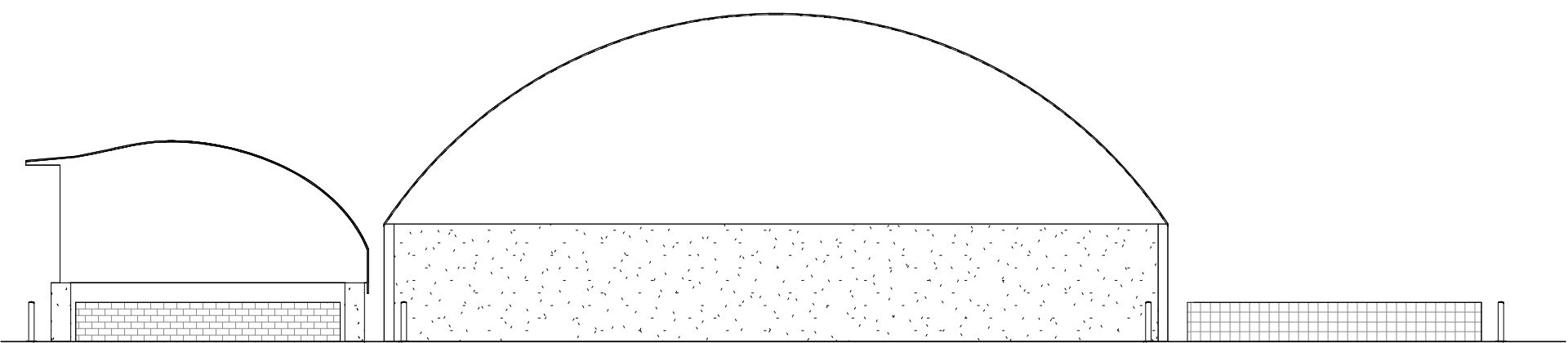
Monroe Public Works Facility
CLARK BLVD. MONROE, OH 45044

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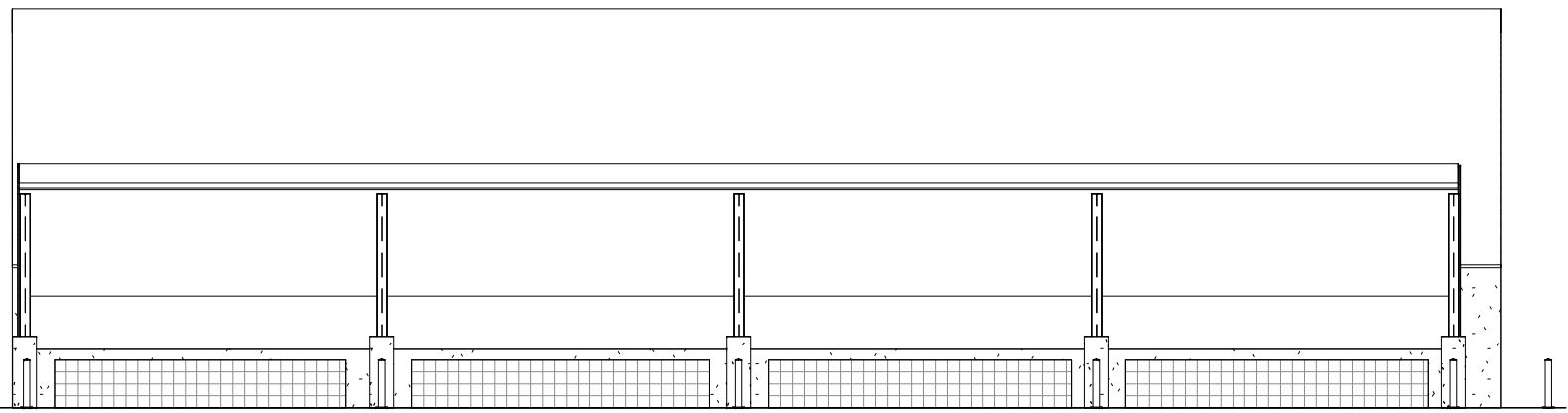
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DRAWN	DATE
EL	09/27/2024
CHECKED	PROJ. MGR.
ML	ML

BUILDING ELEVATIONS - ADMIN AND HEATED STORAGE
DRAWING NUMBER ISSUE
PWA201

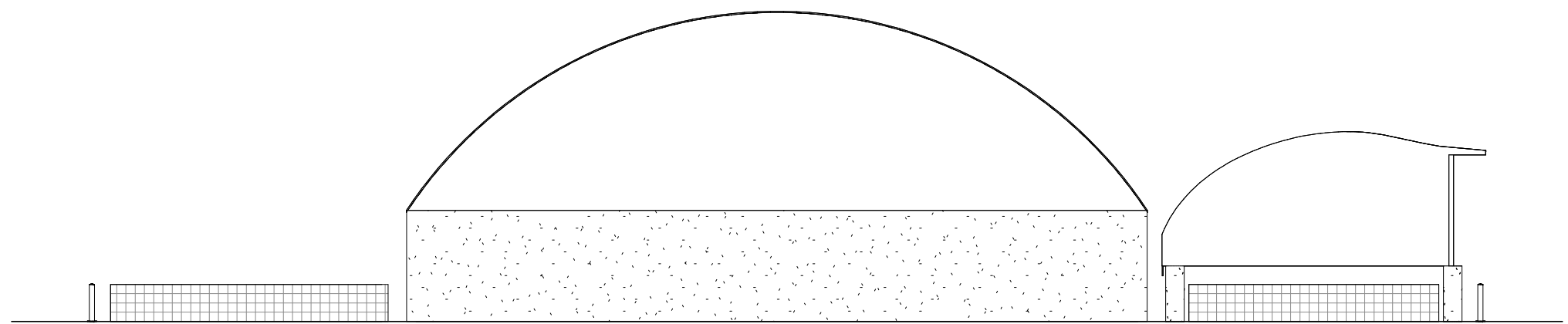
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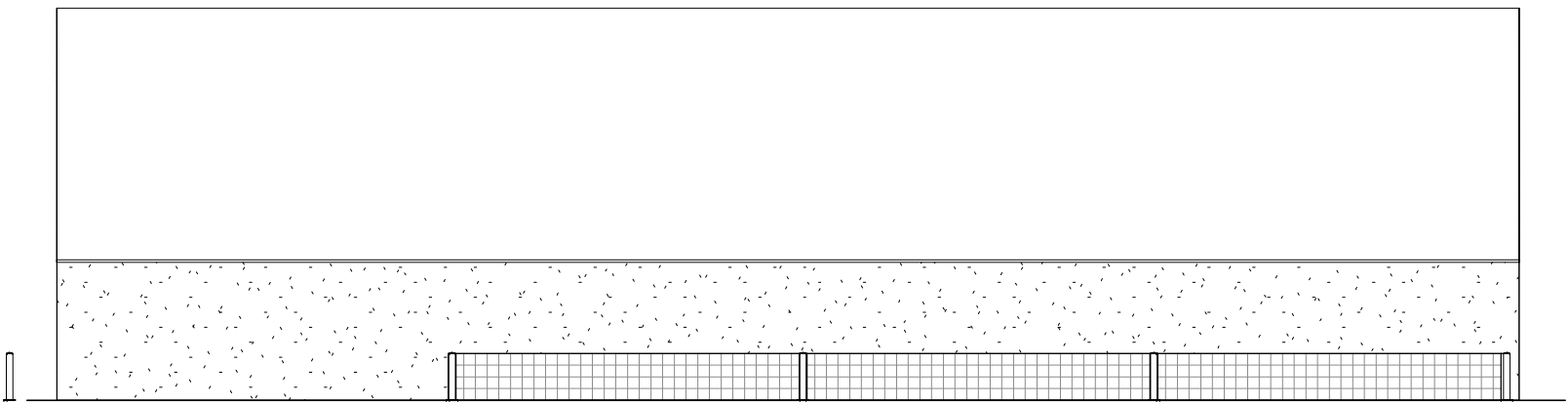
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PWA202 1/16" = 1'-0"



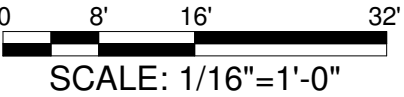
2 EAST ELEVATION - SALT STORAGE AND MATERIALS STORAGE
PWA202 1/16" = 1'-0"



3 SOUTH ELEVATION - SALT STORAGE AND MATERIALS STORAGE
PWA202 1/16" = 1'-0"



4 WEST ELEVATION - SALT STORAGE AND MATERIALS STORAGE
PWA202 1/16" = 1'-0"



Monroe Public Works Facility
CLARK BLVD. MONROE, OH 45044



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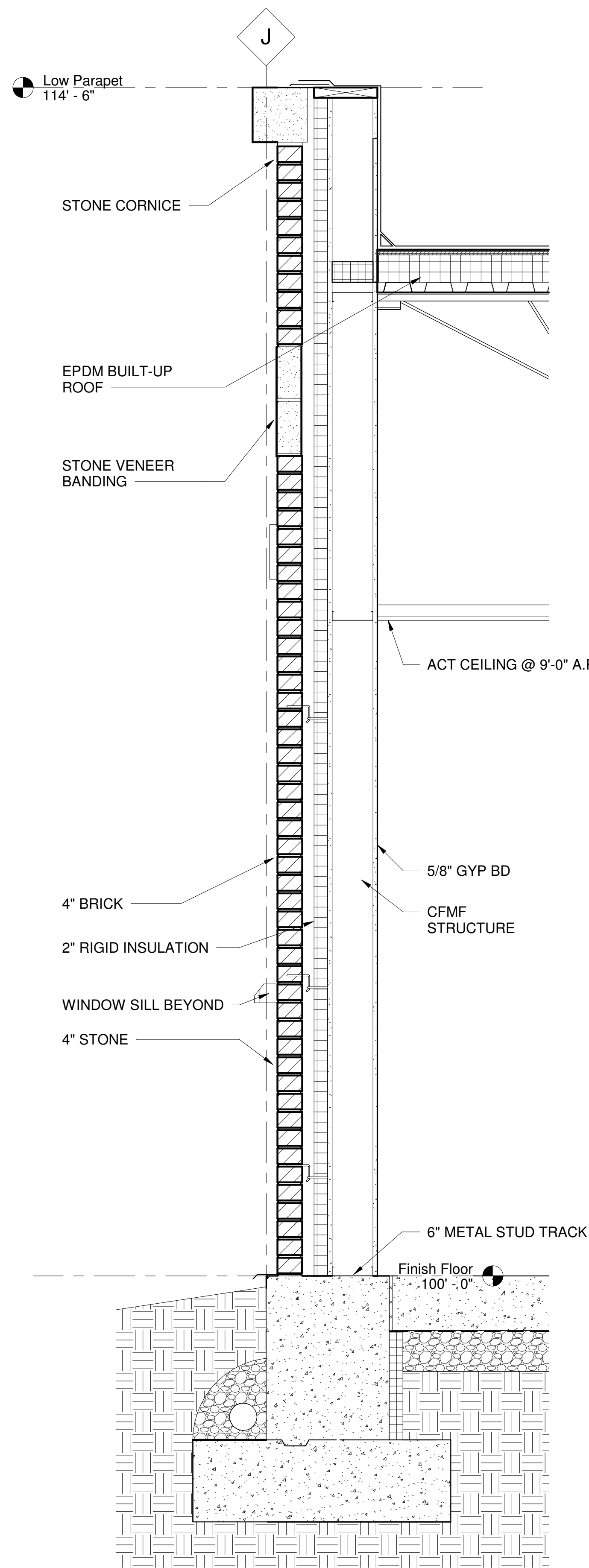
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700 Broadway Street
Cincinnati, OH 45202
main 513.621.6211
kzf.com

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DRAWN	DATE
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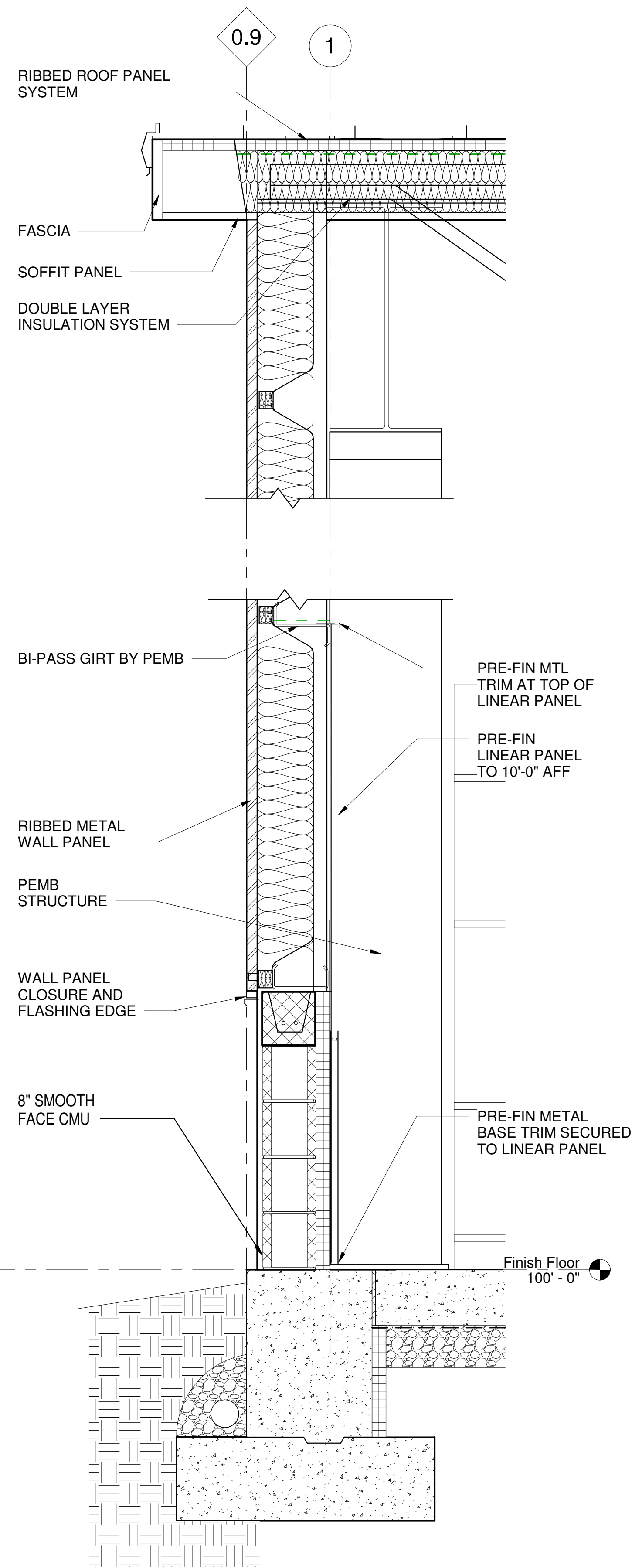
SALT STORAGE
AND MATERIALS
STORAGE
ELEVATIONS

DRAWING NUMBER ISSUE
PWA202

NOT FOR CONSTRUCTION



1 ADMIN WALL SECTION
1" = 1'-0"



2 HEATED STORAGE WALL SECTION
1" = 1'-0"

0 4' 8' 16'
SCALE: 1/8"=1'-0"

Monroe Public Works Facility
CLARK BLVD. MONROE, OH 45044

BURGESS & NIPLE **KZF DESIGN** Joint Venture

BURGESS & NIPLE, INC.
525 Vine Street
Cincinnati, OH 45202
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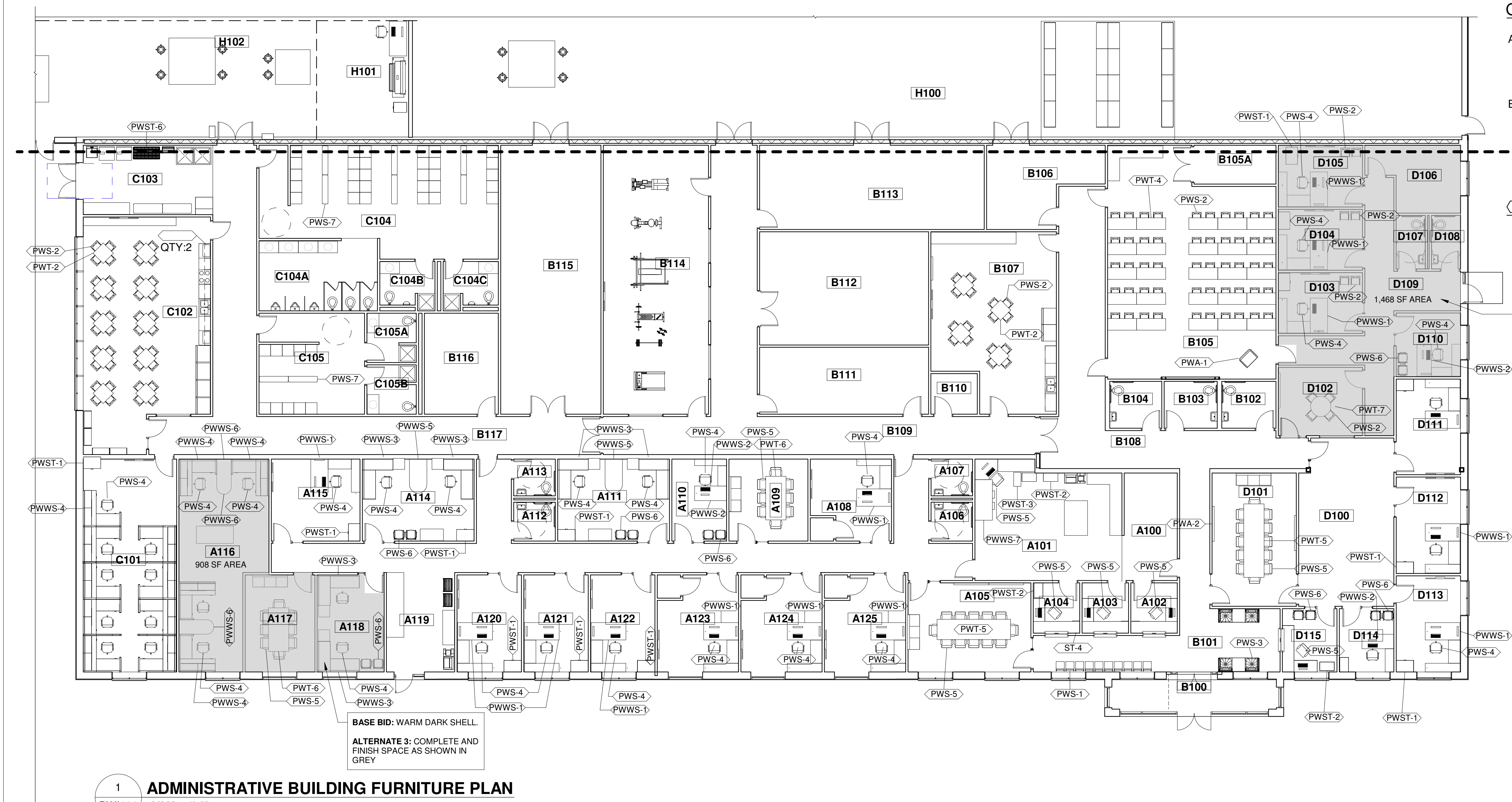
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main 513.621.6211
kzf.com

DESIGNED EL	COMM. NO. PR62211
DRAWN EL	DATE 09/27/2024
CHECKED ML	PROJ. MGR. ML

WALL SECTIONS

DRAWING NUMBER ISSUE
PWA301

NOT FOR CONSTRUCTION



GENERAL NOTES

A FURNITURE SHOWN IS FOR REFERENCE ONLY. SIZE & TYPES SHOWN ARE REPRESENTATIVE AND DO NOT NECESSARILY REFLECT ACTUAL SPECIFICATION. REFER TO C.I.D. PACKAGE FOR ALL FURNITURE SPECIFICATIONS AND FINISHES.

B ALL AUDIO VISUAL (A/V) EQUIPMENT, BY OTHERS IS TO BE COORDINATED WITH THE ARCHITECT, GENERAL CONTRACTOR (GC), AND A/V CONTRACTOR PRIOR TO ANY RELATED CONSTRUCTION.

DRAWING NOTES

BASE BID: WARM DARK SHELL. PLUMBING ROUGHED IN

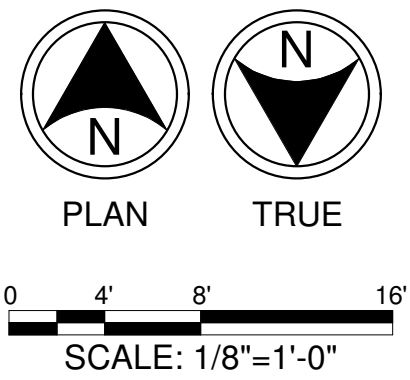
ALTERNATE 3: COMPLETE AND FINISH SPACE AS SHOWN IN GREY

1 **ADMINISTRATIVE BUILDING FURNITURE PLAN**
PWI111 3/32" = 1'-0"

ROOM SCHEDULE ADMIN BLDG	
NO.	ROOM NAME
A100	ADMIN FILES
A101	PW ADMIN OFFICE
A102	OFFICE
A103	OFFICE
A104	OFFICE
A105	CONFERENCE
A106	RESTROOM
A107	RESTROOM
A108	DIRECTOR
A109	CONFERENCE
A110	GIS ANALYST
A111	FUTURE OFFICE
A112	RESTROOM
A113	RESTROOM
A114	CITY ENGINEER
A115	CIVIL ENGINEER
A116	FUTURE OFFICE
A117	CONFERENCE
A118	ENGINEERING INSPECTORS
A119	PLANS
A120	PARKS SUPERINT
A121	WATER SUPERINT
A122	STREET SUPERINT
A123	MANAGER
A124	ASSISTANT DIRECTOR

ROOM SCHEDULE ADMIN BLDG	
NO.	ROOM NAME
A125	ASSISTANT DIRECTOR
B100	VEST
B101	LOBBY
B102	RESTROOM
B103	RESTROOM
B104	RESTROOM
B105	TRAINING
B105A	STORAGE
B106	TELECOM
B107	ADMIN/DP BREAK
B108	CORR
B109	CORRIDOR
B110	NURSING
B111	ARCHIVE FILES
B112	ELECTRICAL
B113	MECHANICAL
B114	FITNESS
B115	FACILITY MAINT. STORAGE
B116	WATER TEST
B117	CORRIDOR
C101	CREW LEADER
C102	CREW BREAK
C103	LAUNDRY/ WASH
C104	CREW LOCKER MEN
C104A	RESTROOM

ROOM SCHEDULE ADMIN BLDG	
NO.	ROOM NAME
C104B	SHOWER
C104C	SHOWER
C105	CREW LOCKER WOMEN
C105A	SHOWER
C105B	SHOWER
D100	OPEN COLLAB
D101	CONFERENCE
D102	CONFERENCE
D103	EXAMINER FUTURE
D104	CERT BLDG OFFICIAL FUTURE
D105	FUTURE OFFICE
D106	FILES
D107	RESTROOM
D108	RESTROOM
D109	CORRIDOR
D110	CODE ENFORCE INSPECTOR
D111	CITY PLANNER
D112	ASSISTANT DIRECTOR
D113	DIRECTOR
D114	FUTURE OFFICE
D115	PLAN/ZONE SPECIALIST



Monroe Public Works Facility
CLARK BLVD. MONROE, OH 45044

KZF DESIGN
Joint Venture

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EL PR62211
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EL 09/27/2024
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ADMINISTRATIVE BUILDING FURNITURE FLOOR PLAN
DRAWING NUMBER ISSUE
PWI111

NOT FOR CONSTRUCTION

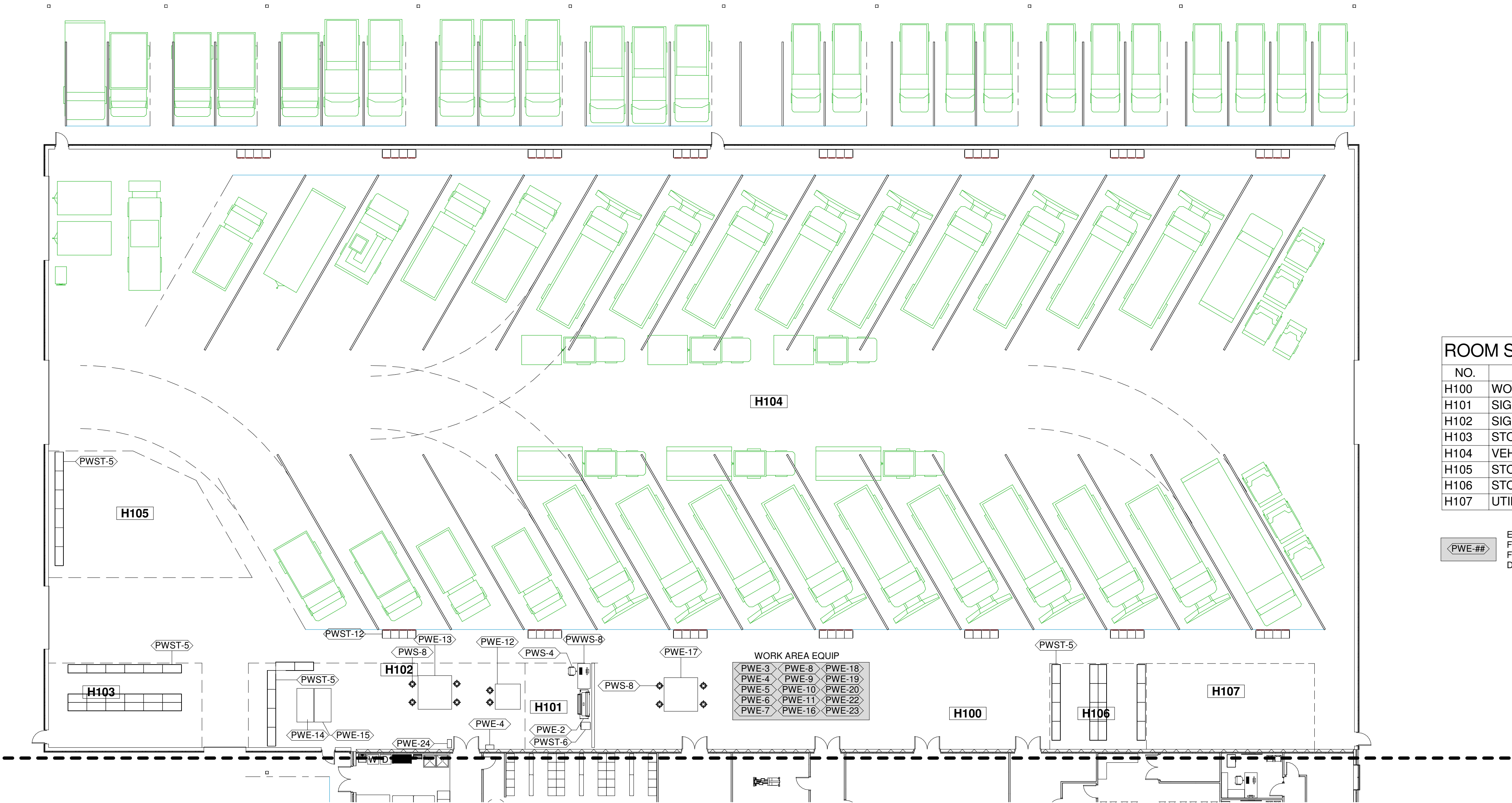
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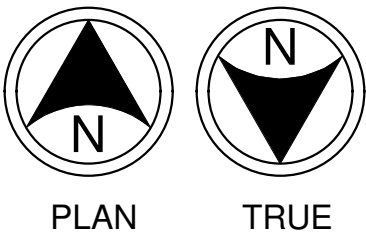
DRAWING NOTES

ROOM SCHEDULE HEATED GARAGE	
NO.	ROOM NAME
H100	WORK AREA
H101	SIGN OFFICE
H102	SIGN WORK AREA & BLANK STORAGE
H103	STORAGE CAGE
H104	VEHICLE STORAGE
H105	STORAGE CAGE
H106	STORAGE CAGE
H107	UTILITY ENTRY

EQUIPMENT SHOWN FOR REFERENCE ONLY. FINAL LOCATION TO BE DETERMINED BY OWNER



1 HEATED GARAGE FLOOR PLAN
PW1112 1/16" = 1'-0"



0 4' 8' 16'
SCALE: 1/8"=1'-0"

THE CITY OF MONROE MUNICIPAL SERVICES CENTER

DESIGN PROPOSAL



PREPARED FOR:

City of Monroe
Gary Morton, Public Works Director
MortonG@monroeohio.gov



PREPARED BY:

Greg Speidel
Project Executive
gspeidel@hgconstruction.com



**BUILD
EVERY
DAY**

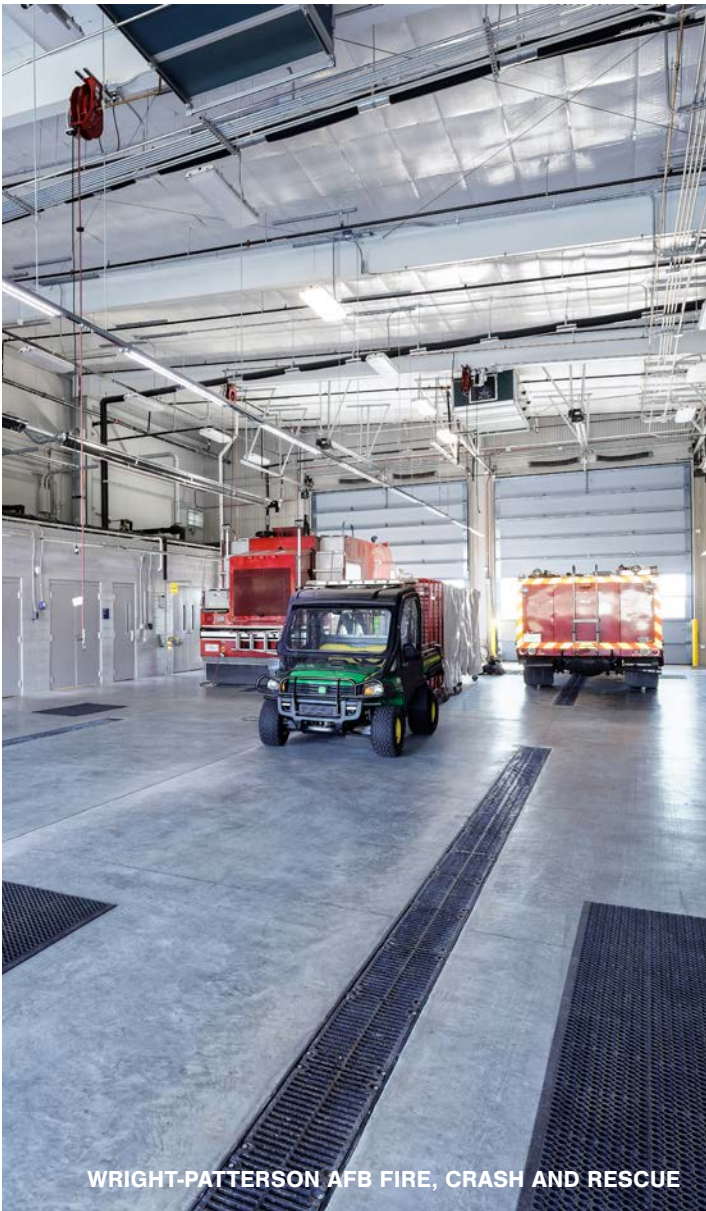
September 22, 2025
Page 62



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WRIGHT-PATTERSON AFB FIRE, CRASH AND RESCUE

1. LETTER OF TRANSMITTAL



September 22, 2025

Mr. Gary Morton
Public Works Director
City of Monroe
233 S. Main Street
Monroe, OH 45050

RE: Transmittal Letter - Proposal for Design-Build Services, Municipal Services Center

Dear Mr. Morton,

On behalf of HGC Construction and emersion DESIGN, we are pleased to submit our proposal to serve as the Design-Builder for the City of Monroe's Municipal Services Center.

Together, our team brings nearly a century of construction experience and proven expertise in delivering complex projects through collaborative design-build partnerships. We are fully committed and authorized to perform the services outlined in the Request for Proposals, including preconstruction planning, design, permitting, construction, commissioning, and warranty services.

We affirm our ability and willingness to execute this project in compliance with the requirements of the RFP. Our integrated team is prepared to deliver a facility that meets the City's functional needs, budget, and schedule while ensuring the highest levels of safety, quality, and integrity.

We look forward to the opportunity to **partner with the City of Monroe** on this important project and to contribute to the community's future infrastructure.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Kuehne", written in a cursive style.

Adam Kuehne
President, HGC Construction Co.

2. GENERAL INFORMATION & PROPOSAL SUMMARY

Design-Builder

HGC Construction + emersion DESIGN

Primary Project Contact

Greg Speidel, Project Executive – HGC Construction
2814 Stanton Avenue, Cincinnati, OH 45206
P: (513) 429-9046 | E: gspeidel@hgconstruction.com

Project Team Disciplines

- » **Construction Manager/Design-Builder:** HGC Construction
- » **Architecture/Interiors/Engineering:** emersion DESIGN
- » **MEP Engineering:** CMTA
- » **Civil Engineering/Surveying:** Infrastructure & Development Engineering (IDE)

Bonding Capacity

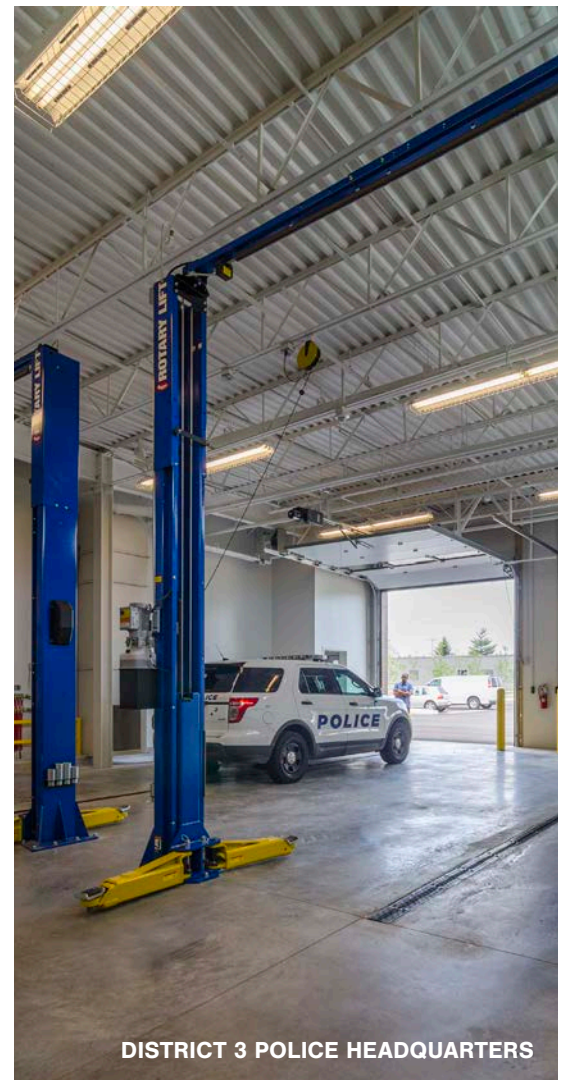
Backed by The Hartford, an A.M. Best “A+ (Superior)” rated surety company, HGC carries bonding capacity of \$100 million single project and \$300 million aggregate.

Firm Background

- » **HGC Construction** – Founded in 1931, HGC builds across all markets and complexities with grit, integrity, and a commitment to doing it right the first time.
- » **emersion DESIGN** – Established in 2007, emersion advances clients who advance society, delivering sustainable, resilient, and mission-driven facilities.
- » **Proven Partnership** – Our firms have successfully delivered multiple municipal, maintenance, and public works projects, ensuring Monroe benefits from the depth of our combined expertise.

Proximity to Project Site

HGC’s office is located 22.5 miles from the project site, allowing efficient coordination, regular site visits, and responsive project management.



DISTRICT 3 POLICE HEADQUARTERS



WARREN COUNTY COURT

Proposal Summary

With nearly a century of building experience and a trusted record of collaboration, our team offers the expertise, innovation, and dedication necessary to bring Monroe’s vision to life. We understand the vital role this facility will play in supporting daily operations and infrastructure services, and we are committed to delivering a durable, cost-effective, and future-ready solution.

Our approach centers on **partnership, transparency, and proactive planning**. The result is a facility that performs on every level: operationally, financially, and for the long-term benefit of the Monroe community.

Our Commitment: A seamless Design-Build process, a facility built to last, and a partnership built on trust.

3. TECHNICAL DESIGN - OVERVIEW



310 Culvert Street
Suite 100
Cincinnati, OH 45202
513.841.9100

General Design Overview

The new Monroe Municipal Services Center will be designed as a **fully functional, future-ready campus** that replaces the undersized and outdated existing operations. Our goal is to deliver a facility that is **efficient, durable, flexible, and cost-effective**, while projecting a civic identity that reflects the City of Monroe's investment in public infrastructure.

Compliance and Standards

The project will be fully compliant with all applicable codes, including the Ohio Building Code, Ohio Plumbing and Mechanical Codes, the National Electric Code, the Ohio Fire Code, and all governing state and federal regulations. Additionally, the design will comply with **Ohio House Bill 274 energy conservation requirements** and current sustainability standards. Any conflicts between local and criteria requirements will be promptly addressed with the Owner to ensure resolution without delay.

Performance and Quality

Our design approach is guided by the **Criteria Documents**, which establish the minimum performance expectations. At emersion DESIGN, we will not simply meet these standards—we will seek **innovative, cost-conscious solutions** that provide the City with long-term value. Every system—architectural, structural, mechanical, electrical, plumbing, and site-related—will be evaluated against a **life cycle cost framework** to ensure the best balance of first cost, energy efficiency, maintainability, and operational simplicity.

Facility Completion

The completed facility will be **turnkey and fully operational**, inclusive of all necessary casework, building equipment, accessories, emergency power generation, fire protection and alarm systems, IT/communications infrastructure, and specialized systems supporting public works operations. Nothing will be left unfinished or deferred, unless explicitly directed otherwise by the City.

Efficiency and Constructability

Construction methods and materials will be selected to achieve the **most efficient project delivery schedule** while maintaining durability. emersion DESIGN emphasizes **constructability** and will coordinate closely with the builder and trades to identify methods that expedite delivery, minimize rework, and provide Monroe with a facility that performs reliably on Day One and for decades ahead.

3. TECHNICAL DESIGN - OVERVIEW

Materials and Systems

All materials and equipment will be new, specification-grade, heavy-duty rated, and sourced from **nationally recognized manufacturers**. System selections will emphasize availability, reliability, and maintainability, ensuring the City avoids dependence on specialty parts or proprietary service contracts.

Integration and Coordination

The facility will be designed as a **coordinated whole**, with every discipline—architecture, engineering, and site design—working in unison. We will ensure the building systems fit within the spatial limits of the program while maintaining flexibility for expansion and future upgrades.

Building Design Objectives and Requirements

Functional and General Requirements

The Monroe Municipal Services Center will be designed to **deliver all program spaces, functions, and adjacencies** identified in the RFP, Criteria Documents, Room Data Sheets, and supporting diagrams. emersion DESIGN places high importance on these adjacencies; they are the backbone of efficient public works operations, and our design will respect them without deviation.

All materials and systems selected will **meet or exceed the minimum criteria standards**. Where higher-quality or more durable materials offer long-term value, we will highlight these as proposed improvements. Our philosophy is that an upfront investment in **durability, energy efficiency, and maintainability** reduces life-cycle costs, extending the facility's useful life.

The project will be designed and constructed in accordance with the **latest editions of all applicable building codes, standards, and references** in effect at the RFP issuance date. These include, but are not limited to, Ohio Building Code, ASHRAE, ANSI, ASTM, ACI, OSHA, and UL.

Administrative Element

The **Administrative Element** will serve as the civic face of the facility and the operational hub for Monroe's public works staff. It will include:

- **Development Department offices**
- **Public Works Administration offices**
- **Training Room** for staff and community use
- **Crew facilities** (breakroom, locker rooms, leader room, water testing, washdown, and storage)

3. TECHNICAL DESIGN - OVERVIEW

The Administrative Element will be directly connected to the Heated Truck Storage, ensuring efficient crew flow between spaces. It will be constructed using **traditional durable building methods**, fully conditioned, and designed with sound attenuation (minimum **STC 59** for walls adjacent to truck storage) to protect office and training areas from operational noise.

Visitor and staff entries will be **separated for security and efficiency**. The main vestibule/lobby will serve administrative employees and the public, while a separate secure entrance will serve public works crews.

The Administrative suite will be divided into four functional areas, ensuring logical adjacencies and workflow. Each office suite will also include **unfinished warm/dry shell space** for future expansion (unless bid alternate 3 is exercised). Shell spaces will be stubbed for utilities and designed to allow straightforward build-out as the City grows.

The design will utilize the exterior materials will include **brick veneer, decorative concrete/stone masonry units, precast concrete, cast stone, pre-finished metal panels, fiber cement panels, or glazing**, selected for both civic character and long-term durability. Prohibited materials include EIFS, glass block, wood siding, and vinyl siding.

Heated Truck Storage Element

The Heated Truck Storage will be a **secure, enclosed, high-bay facility** designed to accommodate single and tandem axle dump trucks with snow plows attached, as well as other large utility vehicles.

Key features include:

- **Clear-span design** with one-way circulation and angled stalls along a central drive aisle.
- **18' minimum clear height**, sized for current and future fleet.
- **Vehicle washdown and snowmelt trench drains** with durable sump construction.
- **Direct crew connections** to the Administrative Element (breakroom, washdown, storage).
- **Robust construction** with concrete slabs reinforced for 150% of vehicle loading and lined wall panels for durability and ease of cleaning.

The Heated Truck Storage will be housed in the same building massing as the Administrative Element, allowing for operational efficiency and compact site planning.

Salt Storage Element

The Salt Storage Element will be designed to **store 5,000 tons of bulk salt**, with flexibility to expand in the future.

- Structure: **Concrete push walls** supporting a tensile fabric or metal roof, designed for Ohio Building Code snow, wind, and live loads.

3. TECHNICAL DESIGN - OVERVIEW

- Layout: A clear-span interior with a minimum **40' central height** to maximize storage capacity.
- Flooring: High-performance reinforced concrete with admixtures (e.g., silica fume) to resist chloride corrosion.
- Access: A dedicated truck drive aisle connects directly to the Heated Truck Storage, allowing efficient loading/unloading in winter operations.

Brine System Element

The Brine System will include a **dedicated CMU or precast shed**, fully conditioned with unit heaters to prevent freezing. It will house mixing equipment, pumps, controls, and tanks, all protected by concrete pads and bollards. Utility connections (water, power, data) will be designed for straightforward operations.

Future Expansion Pads

The design will incorporate utility-served **expansion pads** for a greenhouse, maintenance building, and cold storage building. Each pad will include water lines and power/data conduits stubbed to simplify future development, extending the facility's long-term adaptability.

4. TECHNICAL APPROACH - SITE UTILITIES

Civil Design Standards and Codes

All site design and construction will comply with the most current and stringent standards, including:

- **ODOT Material Specifications and Standard Construction Drawings**
- **ANSI, ASTM, OSHA standards**
- **City of Monroe and Butler County local requirements**

By adhering to these standards, emersion DESIGN will deliver a safe, durable, and code-compliant facility site.

System Description / Requirements

Our team will provide all site improvements necessary to support the new Municipal Services Center, aligning with the project narratives, specifications, program diagrams, and building data sheets. The entire property is considered for development, and we will coordinate site usage to maximize efficiency.

- **Demolition/Preparation** – Removal or relocation of trees, utilities, drainage ditches, and any site features conflicting with new construction.
- **Utility Relocations** – Existing utilities within building or element footprints will be relocated, coordinated with utility providers, and permitted prior to excavation.
- **Drainage** – Subsurface drainage will be provided in all paved areas where groundwater or drainage channels are present.
- **Access** – Construction and permanent traffic will utilize the Clark Blvd. entrance. As required by Monroe, the proposer will be responsible for resurfacing and improving Clark Blvd. to the project property line while maintaining uninterrupted access to adjacent properties.
- **Traffic Control** – Signage will follow AASHTO standards to ensure safe circulation for visitors, staff, and equipment.

Grading and Drainage

Grading will ensure smooth transitions across the site with positive drainage away from buildings. Stormwater detention will be designed in compliance with City of Monroe requirements, minimizing disturbance and leveraging existing natural drainage paths where feasible.

- **Detention Basins** – Sized and designed per City engineering requirements.
- **Slopes** – Transitional slopes not to exceed 3:1 at property lines, ensuring maintainability.

4. TECHNICAL APPROACH - SITE UTILITIES

Site Elements / Functions

The site will integrate all required program elements in a safe, efficient layout:

- **Administration Building** (see Architectural section)
- **Heated Truck Storage** with one-way truck flow for safe, efficient circulation
- **Salt Storage** and **Brine Facility**, positioned to streamline winter operations
- **Materials Storage Bins** integrated with the salt facility for efficient loading/unloading
- **Visitor, Employee, and City Vehicle Parking**, separated to reduce conflicts
- **Material Laydown Area**, level and reinforced for heavy equipment staging
- **Expansion Pads** stubbed with utilities for greenhouse, cold storage, and maintenance building

Site Amenities

- **Perimeter Fencing (Alt. 1)** – An 8' decorative fence along public-facing areas and galvanized chain link in non-public areas. A motorized security gate will control access from Clark Blvd.
- **Flagpoles** – Three metal poles at the main entrance (30' for U.S. flag, shorter for State and City flags).
- **Landscaping** – Native plantings to soften public views while maintaining visibility and minimizing maintenance.

Orientation

The site layout will respect the criteria diagrams but may be optimized for operational efficiency. Our approach emphasizes:

- **Separation of visitor and operational traffic**
- **Minimized intersections of heavy truck, light vehicle, and pedestrian circulation**
- **Efficient queuing and loading for winter roadway treatment operations**
- **Direct connectivity** between Admin, Heated Truck Storage, and Salt/Brine facilities

Site Design Standards and Codes

4. TECHNICAL APPROACH - SITE UTILITIES

emersion DESIGN will ensure that all required design-related permits are acquired in a timely manner. These include erosion and sediment control permits, stormwater management permits, discharge permits, and health department approvals as needed. Our team will coordinate closely with the City and regulatory agencies to avoid delays and will confirm all required permits prior to construction.

Operating permits and licenses for the facility will be the responsibility of the City; however, we will provide all documentation needed to support their issuance.

System Description / Requirements

The design will reflect Monroe's preferred layout while remaining open to refinements that improve operations. Our site engineering objectives include:

- **Segregation of Visitors and Operations** – Visitors will be directed to parking and public entries as close to Clark Blvd. as possible, while public works operations will be secured and segregated to minimize crossover.
- **Safe Circulation** – Layouts will minimize intersections between heavy equipment and pedestrian/light vehicle circulation.
- **Operational Efficiency** – Site elements will be positioned to streamline vehicle deployment, loading, storage, and maintenance, ensuring the City can rapidly mobilize for roadway treatment activities.
- **Vehicle Maneuvering** – Ample queuing and turning space will be provided for tandem axle trucks with plows attached, ensuring safe and efficient transitions between site functions.

Soils

The design of foundations, slabs, embankments, subgrades, and pavements will be informed by the project Geotechnical Report. If additional investigation is required, emersion DESIGN will engage a licensed geotechnical engineer to provide borings, analysis, and recommendations at our expense. This ensures that subsurface conditions are well understood and factored into the final design.

Erosion and Sediment Control

An erosion and sediment control plan will be prepared and submitted for approval prior to land disturbance. The plan will include:

- **Temporary Controls** – Silt fencing, sediment basins, and inlet protection.
- **Stabilization** – Temporary seeding and erosion control matting on exposed slopes.
- **Construction Phasing** – Sequencing of grading and storm infrastructure to minimize erosion risk.

4. TECHNICAL APPROACH - SITE UTILITIES

Stormwater Management

Stormwater management systems will be designed per City of Monroe and Butler County requirements. A detention basin will capture and control runoff, directing it into the regional system. The design will account for both current and future site phases, ensuring capacity is not exceeded as expansion occurs.

Utilities and Site Infrastructure

- **Water, Sanitary, and Gas** – New connections will be established from Clark Blvd., coordinated with providers.
- **Electrical and Telecommunications** – Underground service will be provided to maintain clean circulation routes and resiliency.
- **Stormwater Conveyance** – Piping and catch basins will be designed for maintainability and durability.

Zoning Requirements

The site is located in Zone E: Exempt. emersion DESIGN will comply with applicable zoning requirements, including:

- **Parking** – 68 off-street spaces (minimum 10'x18') with 24' drive aisles.
- **Setbacks** – 10' side yard, 10' rear yard, 20' front yard.
- **Landscaping** – Per Article 04.05 of the zoning code.
- **Lighting & Signage** – In accordance with Articles 04.06 and 04.07.

Clark Blvd. Extension

The project includes extending Clark Blvd. to serve the new facility:

- **60' right-of-way dedication** with a 30' curbed roadway.
- **Utility Extensions** – All public utilities extended within the ROW.
- **Stormwater Conveyance** – Managed via the regional basin identified in Section 2.4.5.
- **Pavement** – Slopes between 1–5%, designed to City of Monroe standards.
- **Responsibility** – emersion DESIGN will provide design, drawings, and manage reviews/permitting for the extension.

4. TECHNICAL APPROACH - SITE NARRATIVE

Site Narrative

The site design for the new Monroe Municipal Services Center emphasizes safety, efficiency, and flexibility for long-term growth. Our approach balances functional adjacencies, heavy vehicle circulation, and clear separation of public and secure areas, while also creating a civic presence along Clark Boulevard.

Access & Circulation

All site access will be provided from Clark Boulevard, in accordance with the City's requirements. Public visitors and administrative staff will enter from a dedicated drive leading directly to the Administrative Element and visitor parking. Public Works staff and heavy vehicle traffic will enter through a secure drive aisle, minimizing interaction between public and operations.

Circulation patterns are designed around one-way truck flow, simplifying tandem axle dump truck maneuvers and reducing potential conflicts. Turning radii, aisle widths, and grades are based on AASHTO WB-40 templates, ensuring safe and efficient navigation of large trucks, trailers, and equipment.

Parking

The site will provide 50 public and employee spaces, with an additional 22 spaces planned for future growth. Visitor parking will be located near the main entrance for convenience and accessibility, while secured employee and crew parking (39 stalls) will be located behind fencing, adjacent to crew entry points. Covered City-owned light duty vehicle parking will be provided per Alternate 4, complete with electrical hook-ups for block heaters.

Stormwater & Drainage

The site will be graded to provide positive drainage away from buildings and toward detention facilities sized per the City of Monroe's stormwater standards. Subsurface drainage will be provided at paved areas where groundwater is present to preserve pavement integrity. Detention strategies will minimize land disturbance and leverage natural drainage paths where possible.

Future Expansion

To support phased growth, the site plan incorporates prepared pad sites for a future greenhouse, cold storage building, and maintenance facility. Each pad will be provided with water lines and power/data conduit stubs to minimize disruption when these expansions are constructed. A designated laydown area is also included to support future storage and staging needs.

Pedestrian Circulation & Safety

Pedestrian safety is reinforced through clear, accessible sidewalks connecting parking areas to building entries. Walks will be a minimum of 5' wide with curb ramps and detectable warnings per ADA standards. Pedestrian routes are separated from heavy truck circulation zones wherever possible.

Landscaping & Buffering

The site landscape strategy balances functionality with civic character. Trees, shrubs, and berms will be placed along Clark Boulevard to buffer operational areas while maintaining visibility and security. Plantings will also provide shade at visitor parking areas and soften the edges of large paved surfaces.

4. TECHNICAL APPROACH - ARCHITECTURAL

Architectural Narrative

The architectural design for the Monroe Municipal Services Center balances civic presence with durability and cost-effective operations. The Administrative Element creates a welcoming and professional front door for the community, while the operational elements emphasize efficiency, longevity, and ease of maintenance. Together, the facility supports both the City's identity and the demanding daily functions of Public Works.

Administrative Element

The Administrative Element serves as the central hub for both staff and the public. Its location adjacent to Clark Boulevard establishes a civic presence, with a secure yet accessible entry sequence that separates visitor access from crew entry. The program includes offices for Public Works Administration and Development Department, a large training room, crew facilities (locker rooms, breakroom, leader room, and washdown), as well as shell space for future expansion.

This building will be single-story, fully conditioned, and designed with flexible interiors to support staff growth over time. The entry sequence will feature a secure vestibule and public lobby, with intuitive wayfinding that directs visitors to administrative functions while maintaining crew-only access to operational areas.

Exterior Materials & Envelope

Exterior finishes will include a combination of masonry veneer, precast concrete, and metal panels to achieve durability, low maintenance, and a civic character. EIFS, vinyl, or wood siding will not be used, consistent with the criteria. Building envelope assemblies will incorporate continuous air and vapor barriers, rigid insulation, and integrated water management systems to maximize performance and minimize long-term energy costs.

Interior Materials & Finishes

Interior spaces will be designed with high-performance, maintainable finishes appropriate to their function:

- **Offices and Training:** carpet tile, painted gypsum walls, acoustic ceilings.
- **Crew Facilities:** resinous or sealed concrete floors, durable wall protection in locker and washdown areas.
- **Truck Storage Interface:** moisture-resistant wall panels and sealed floors for heavy use.

The result is a building that maintains a professional atmosphere in administrative spaces while supporting rugged durability where daily Public Works operations occur.

Heated Truck Storage Element

The Heated Truck Storage Element connects directly to the Administrative Element, reinforcing operational efficiency. Designed with a clear span steel or precast structure, it provides 18' clear height throughout and accommodates tandem axle dump trucks with snowplows attached.

The layout includes a single, central drive aisle with angled, double-loaded parking, minimizing the number of exterior doors and simplifying circulation. Overhead doors will feature continuous tempered vision panels for visibility and daylighting. Durable liner panels will extend 10' up interior walls, with all exposed structure painted for visibility and longevity.

4. TECHNICAL APPROACH - ARCHITECTURAL

Salt Storage & Brine System

The Salt Storage structure will feature 12' reinforced concrete push walls with a tensile fabric or metal roof spanning to provide weather protection for 5,000 tons of material. A concrete apron at the entry ensures safe loader operations.

The Brine Mixing System will consist of four 10,000-gallon tanks with protective bollards, placed on a reinforced slab designed with freeze-thaw durability and corrosion-resistant admixtures. A heated CMU or precast shed will house pumps and controls, ensuring reliable operations during winter storms.

Materials Storage

Ten modular lock-block bins integrated with the Salt Storage exterior walls will allow flexible separation of materials such as gravel, sand, and topsoil. The bins will be sized to criteria requirements, with easy loader access from a secure maneuvering aisle.

Civic Identity & Maintainability

The architectural design acknowledges the City of Monroe's investment by balancing a civic face with rugged operational buildings. The Administrative Element will reflect the City's identity through a professional façade, while the Truck Storage, Salt Storage, and Brine areas emphasize efficiency, safety, and long-term durability. All elements are designed with low-maintenance materials, simple details, and high-quality construction to reduce operating costs and maximize facility lifespan.

Architectural Design Standards and Codes

All design and construction will conform to the **2024 Ohio Building Code** as well as the most current and stringent industry standards, including AISC 360, ANSI, ASTM, OSHA, and UL. The design will also meet **Ohio House Bill 274 energy requirements**. These references establish a baseline quality, and our goal will be to meet or exceed them while balancing first cost, durability, and long-term life cycle value.

Architectural Objectives and Materials

The Monroe Municipal Services Center will reflect the **quality and permanence of a governmental facility**, with a design aesthetic that is civic but not extravagant. The architecture will convey Monroe's commitment to responsible infrastructure investment while prioritizing durability and functionality.

- **Exterior Design** – The Administration Element, oriented toward Clark Blvd., will present a professional, civic image with higher levels of articulation, glazing, and detail. Non-public façades will be more utilitarian, emphasizing durability and maintenance efficiency.
- **Building Systems** – Pre-engineered steel structures with factory-finished metal siding and roofing will form the basis of the Heated Truck Storage. A CMU masonry wainscot will provide impact resistance at the building base. Roof slopes will be a minimum of 2:12, avoiding low-slope roofs unless specifically indicated.

4. TECHNICAL APPROACH - ARCHITECTURAL

- **Roofing** – Standing seam metal or single-ply membrane roofing will be used. All systems will be **UL Class A and FM 1-90 rated** for fire and wind resistance. Roof hatches and ladders will be provided for access.
- **Windows and Doors** – High-performance insulated glazing systems will be used in administrative areas for natural light and energy efficiency. Overhead doors in truck storage will include full-vision panels for visibility and safety.
- **Interiors** – Interior finishes will be durable, low-maintenance, and light in color to maximize brightness. Carpet tile, LVT, and resinous flooring will be used where appropriate. Trend-based colors will be avoided in favor of timeless, civic palettes.
- **Security and Safety** – Design will minimize unauthorized access, with controlled public entry points, durable security hardware, and separation of public and staff circulation.

Facility Design Life and Performance

The new facility is expected to achieve a **minimum 50-year useful life** with normal preventive maintenance. Abuse-resistant materials will be prioritized in all high-traffic and operational spaces. The design will anticipate the heavy wear typical of public works facilities, ensuring Monroe avoids premature repair or replacement costs.

Building Configuration

All occupied spaces will be **single-story at grade**, with no mezzanines or below-grade basements unless specifically directed. This configuration ensures efficiency of access, ease of maintenance, and cost-effective construction. Interior adjacencies will be arranged to minimize staff travel distances, improve crew deployment time, and streamline workflow between the Administrative Element and Heated Truck Storage.

4. TECHNICAL APPROACH - FF&E

Furniture, Fixtures, and Equipment (FF&E) Narrative – emersion DESIGN

While architecture and engineering provide the framework for a successful facility, **furniture, fixtures, and equipment (FF&E)** are what make the Monroe Municipal Services Center functional on a daily basis. Our approach to FF&E is rooted in **durability, maintainability, and compatibility** with City standards. We will ensure that the systems and furnishings selected are not only robust enough for the demands of public works but are also flexible and adaptable to future needs.

FF&E Objectives and Requirements

- **Durability and Maintainability** – All FF&E will be commercial-grade, specification-quality products selected for heavy use and low maintenance. Materials will resist staining, corrosion, and wear, reducing life-cycle costs.
- **Standardization** – Where possible, FF&E will align with Monroe’s existing standards for finishes, fixtures, and furnishings to simplify purchasing, replacement, and training.
- **Flexibility** – Modular furniture systems will be used in office and training areas to accommodate reconfiguration and future growth without requiring significant new investment.
- **Technology Integration** – Training rooms and offices will include integrated audiovisual and IT connections, ensuring seamless functionality with the City’s telecommunications systems.
- **Crew-Centric Design** – Locker rooms, break areas, and training spaces will be outfitted with durable seating, washable surfaces, and heavy-duty appliances designed to withstand daily use by crews in high-demand environments.
- **Specialized Equipment** –
 - **Administrative Areas** – Ergonomic task chairs, modular desks with integrated cable management, conference and training room tables with embedded power/data.
 - **Crew Areas** – Durable cafeteria-style seating, washable lockers, stainless steel appliances, and resilient millwork.
 - **Truck Storage/Operations** – Industrial-grade hose reels, washdown equipment, and wall-mounted storage systems coordinated with mechanical and plumbing layouts.
 - **Brine/Salt Operations** – Specialized racks, pumps, and protective enclosures for chemicals and materials.

Procurement and Installation

FF&E will be specified to allow for competitive vendor bidding while maintaining quality standards. Installation will be coordinated with the overall construction schedule to ensure **turnkey delivery** of a facility that is operational from Day One.

4. TECHNICAL APPROACH - THERMAL PERFORMANCE

Thermal Performance Design Objectives and Requirements

A high-performance building envelope is one of the most effective ways to reduce long-term operating costs and improve occupant comfort. For Monroe's new Municipal Services Center, thermal performance is especially critical given the range of conditioned and unconditioned spaces, as well as the heavy reliance on heating systems during winter operations. emersion DESIGN will prioritize **tight, well-insulated assemblies** that are durable in the face of Ohio's freeze-thaw cycles, and aligned with the City's goals for energy efficiency and long-term stewardship.

By focusing on **continuous insulation, air barriers, and durable vapor control strategies**, the facility will achieve energy savings while protecting against moisture infiltration, condensation, and premature material degradation. Our approach is not only about compliance with ASHRAE 90.1—it is about ensuring Monroe's investment performs consistently and efficiently for decades.

Design Standards and Codes

Thermal characteristics of all conditioned structures will comply with **ASHRAE 90.1 (current version)** for non-residential buildings. R-values and U-values will be calculated using ASHRAE methods. Unconditioned structures identified in the Criteria Documents (e.g., portions of salt or material storage) are exempt from these requirements.

System Description / Requirements

- **Minimum R-Values**
 - Exterior Walls: **R-13 with R-7.5 continuous insulation (or better)**
 - Roof/Ceiling: **R-30**
- **Insulation Standards**
 - Thermal insulation will meet a **flame-spread rating ≤ 25** and a **smoke-development rating ≤ 50** per ASTM E84.
 - Vapor control strategies will be implemented per industry standards on all exterior walls and roof/ceiling insulation in conditioned buildings.
- **Air Infiltration Control**
 - The building envelope will be sealed with a continuous **air infiltration barrier**.
 - All penetrations and joints will be caulked, gasketed, weatherstripped, or otherwise sealed, including:
 - Around windows and doors
 - Between wall cavities and framing
 - At wall/ceiling/roof intersections
 - At wall/floor intersections
 - At access panels, utility penetrations, and all exterior envelope joints

This strategy ensures Monroe's new facility will maintain conditioned air, limit drafts, and deliver consistent energy performance.

4. TECHNICAL APPROACH - MEP

Building Systems

Building systems are the backbone of performance, safety, and long-term operational success. At emersion DESIGN and CMTA, we approach these systems holistically: plumbing, mechanical, electrical, telecommunications, and fire protection are not separate silos but **interconnected networks** that determine how reliably and efficiently the facility serves Monroe's Public Works staff and the community.

Our design strategy emphasizes:

- **Durability and simplicity** – systems must be robust and straightforward to operate.
- **Energy and water efficiency** – reducing utility costs over the building's life.
- **Code compliance with flexibility** – meeting Ohio's latest codes while allowing adaptability for future growth.
- **Integration** – ensuring all systems work together, reducing redundancies, and supporting seamless operation.

Plumbing Design Objectives and Requirements

- **Scope:** New plumbing fixtures, domestic water service, hot water system, sanitary waste system, and natural gas distribution will be provided.
- **Fixtures:** ADA-compliant water closets (1.6 gpf), urinals (0.5 gpf), lavatories with manual mixing faucets, and showers in crew locker rooms will be included. Electric water coolers with bottle fillers, mop sinks, and laundry sinks will support daily operations.
- **Resiliency:** Freezeproof wall hydrants with vacuum breakers will serve exterior areas.
- **Compliance:** All systems will meet 2024 Ohio Plumbing Code, International Plumbing Code, and related standards.

Mechanical Design Objectives and Requirements

- **Codes & Standards:** Systems will follow ASHRAE 90.1 and 62.1, Ohio Mechanical Code, and good engineering practices.
- **Performance Goals:**
 - Indoor comfort: 70°F in winter, 75°F in summer (30–60% RH).
 - Energy-efficient equipment, with premium efficiency motors ≥1 HP.
- **System Selection:** Life-cycle cost will guide choices, balancing initial cost, maintenance, and long-term operation. Options such as **geothermal, heat recovery ventilation, and simple BAS controls** will be evaluated for cost-effectiveness.

Electrical Design Objectives and Requirements

- **Power Systems:** Designed per NEC, with emergency power for critical functions.
- **Lighting:** Energy-efficient LED fixtures with occupancy sensors, daylight harvesting, and a master shut-off for buildings >5,000 SF.
- **Resiliency:** Lightning protection system recommended; grounding electrode system required.
- **Access & Security:** Infrastructure for card access and low-voltage systems will be included.

Telecommunications Design Objectives and Requirements

- **Scope:** Telephone and data systems will be coordinated with the City's IT staff.
- **Flexibility:** Distribution designed with extra capacity to accommodate future technology upgrades.

4. TECHNICAL APPROACH - MEP

- **Integration:** Systems will be grounded, tied to the electrical infrastructure, and coordinated with security and audiovisual systems.

Fire Protection Design Objectives and Requirements

- **Sprinklers:** Wet pipe system for admin building; dry pipe in truck storage. Quick response heads used throughout light and ordinary hazard spaces.
- **Code Basis:** NFPA 13, Ohio Fire Sprinkler Code, and Owner's insurer requirements.
- **Fire Alarm:** Full addressable alarm system, coordinated with AHJ, tied into sprinklers, detectors, and manual pulls.
- **Reliability:** Fire service connection from Clark Blvd. with Storz fittings; post indicator valve and inspector's test connections included.

4. TECHNICAL APPROACH - STRUCTURAL

Structural Design Overview

The structural systems of the Monroe Municipal Services Center are fundamental to ensuring the **durability, safety, and functionality** of the City's investment. Unlike other municipal facilities, public works structures are subjected to **heavy vehicle loads, harsh winter operations, and corrosive environments** from salt and brine. For this reason, emersion DESIGN places a strong emphasis on structural solutions that are **robust, maintainable, and built for a 50-year service life**.

Our philosophy is to design structures that not only meet the **minimum code requirements**, but also anticipate the **unique operational demands** of Monroe's fleet and maintenance activities. Examples of this include reinforced truck storage slabs designed for 150% of vehicle loading, corrosion-resistant concrete mixes in salt and brine environments, and clear-span framing systems that support flexibility of use while minimizing structural maintenance.

In addition, our design approach integrates **constructability and life-cycle performance**. By leveraging pre-engineered metal buildings for large-span areas and traditional open web steel joist systems for administrative and support areas, we are able to provide a balance of **efficiency, economy, and architectural quality**. The result is a facility that will remain safe, serviceable, and adaptable for decades of use with only routine preventive maintenance.

Structural Design Standards and Codes

All structural design will comply with the **2024 Ohio Building Code** and the most current and stringent national standards, including:

- **AISC 360-16** – Specification for Structural Steel Buildings
- **ASCE 7-16** – Minimum Design Loads for Buildings and Other Structures
- **ACI 318-19** – Building Code Requirements for Structural Concrete
- **ACI 301 & 117** – Concrete specifications and tolerances
- **AISI S100-16** – Cold-formed steel design
- **Steel Joist Institute and Steel Deck Institute** standards

These references ensure structural systems are safe, durable, and maintainable.

Structural Objectives and Materials

Heated Truck Storage

- Constructed as a **pre-engineered metal building system**, manufactured by a certified MBMA member.
- Designed as a gable frame system to **clear-span the full building width**, ensuring flexibility and unobstructed circulation.
- Clear height will meet the **18' minimum** required for tandem axle trucks with plows attached.
- Braced bays of the PEMB will be strategically located to avoid interfering with doors and windows and circulation.
- Open lean to structure provided along north elevation (bid option)
- Slab on grade designed for **150% of vehicle loading**, and constructed no less than 8" thick with #4 @ 12" o.c. each way.

4. TECHNICAL APPROACH - STRUCTURAL

- Floors finished to **ASTM E1155 tolerances**: FF $\geq$ 30, FL $\geq$ 20.

Administrative Element

- Framed with **load-bearing steel stud** supporting open-web steel joists and a metal roof deck.
- Slabs on grade designed for 100 psf live load, minimum 4000 psi compressive strength, with hard-trowel finish.
- Loadbearing cold-formed steel framing designed per AISI standards for long-term performance.
- Floors finished to **ASTM E1155 tolerances**: FF $\geq$ 30, FL $\geq$ 20.

Salt Storage Structure

- Concrete push walls with a **tensile fabric roof system** engineered to Ohio Building Code loads.
- Membrane designed for watertightness and resistance to UV, flame spread, and thermal expansion (up to 100°F ambient and 120°F surface).
- Structural framework is independent of the membrane, ensuring safety even if membrane damage occurs.
- Concrete with silica fume admixtures for chloride resistance, extending service life.

4. TECHNICAL APPROACH - SUSTAINABILITY

Sustainability and Other Special Systems

Sustainability and specialized systems are not “add-ons” in our process — they are embedded in how emersion DESIGN plans and delivers high-performance civic facilities. For the Monroe Municipal Services Center, this means ensuring that the project is built to last, operates efficiently, and provides the City with systems that are resilient, safe, and straightforward to maintain. These considerations will guide our approach to sustainable design strategies and the integration of other special systems required for modern public works operations.

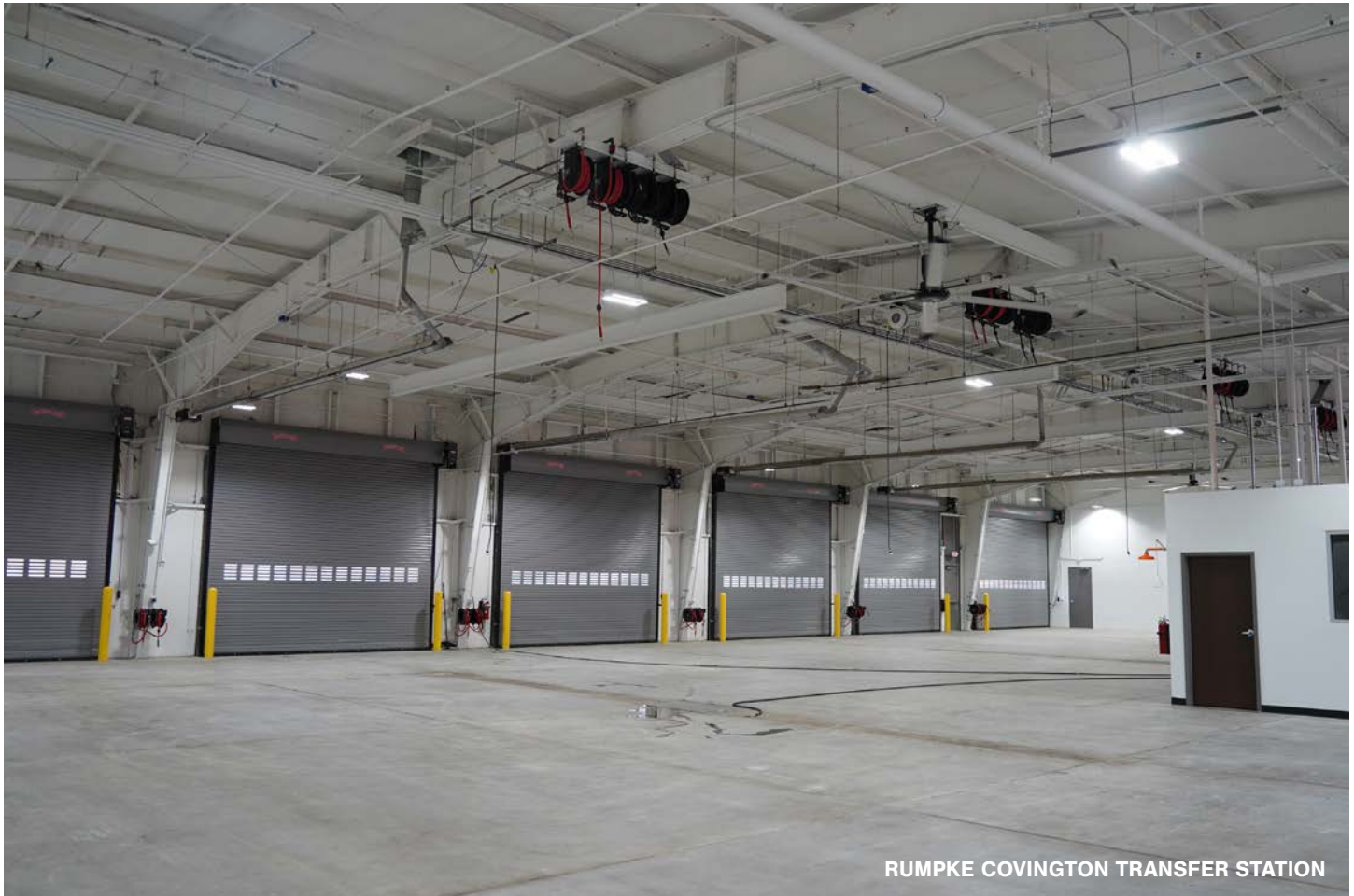
Sustainability Design Objectives and Requirements

- **Energy Efficiency** – All design decisions will comply with Ohio HB274 energy conservation requirements and ASHRAE 90.1. Strategies include high-performance HVAC, LED lighting, and enhanced building envelope systems.
- **Envelope Tightness** – Air barriers and continuous insulation will minimize infiltration, reducing energy costs.
- **Water Efficiency** – Low-flow plumbing fixtures and rainwater/stormwater reuse opportunities (where feasible) will be considered.
- **Life-Cycle Costing** – Systems will be selected based on long-term value, not just first cost. Materials and systems that reduce maintenance and replacement frequency will be prioritized.
- **Alternative Energy (Betterment Option)** – A geothermal system will be studied as a potential cost-saving, sustainable solution.
- **Resiliency** – Passive design features (daylighting, natural ventilation where possible) will reduce reliance on mechanical systems during outages.

Other Special Systems Design Objectives and Requirements

- **Security and Access Control** – Card access systems and secure entry points will be provided to protect City staff, vehicles, and materials. Visitor and staff circulation will be separated to minimize conflicts and enhance safety.
- **Lightning Protection and Grounding** – A comprehensive grounding system (≤ 25 ohms) will connect electrical, telecom, A/V, and structural systems to ensure safety and resiliency. A lightning protection system will be included if required by Monroe’s insurer.
- **Emergency Power and Generator** – The facility will include provisions for an emergency generator sized to support critical systems, including lighting, communications, fire protection, and security.
- **Commissioning** – Electrical, mechanical, and life-safety systems will undergo detailed commissioning and failure-mode testing, ensuring that backup systems perform as intended.
- **Technology Integration** – Telecommunications, data, and audiovisual systems will be integrated for ease of expansion, with spare capacity designed into conduits and panels.

5. STATEMENT OF EXCEPTIONS



RUMPKE COVINGTON TRANSFER STATION

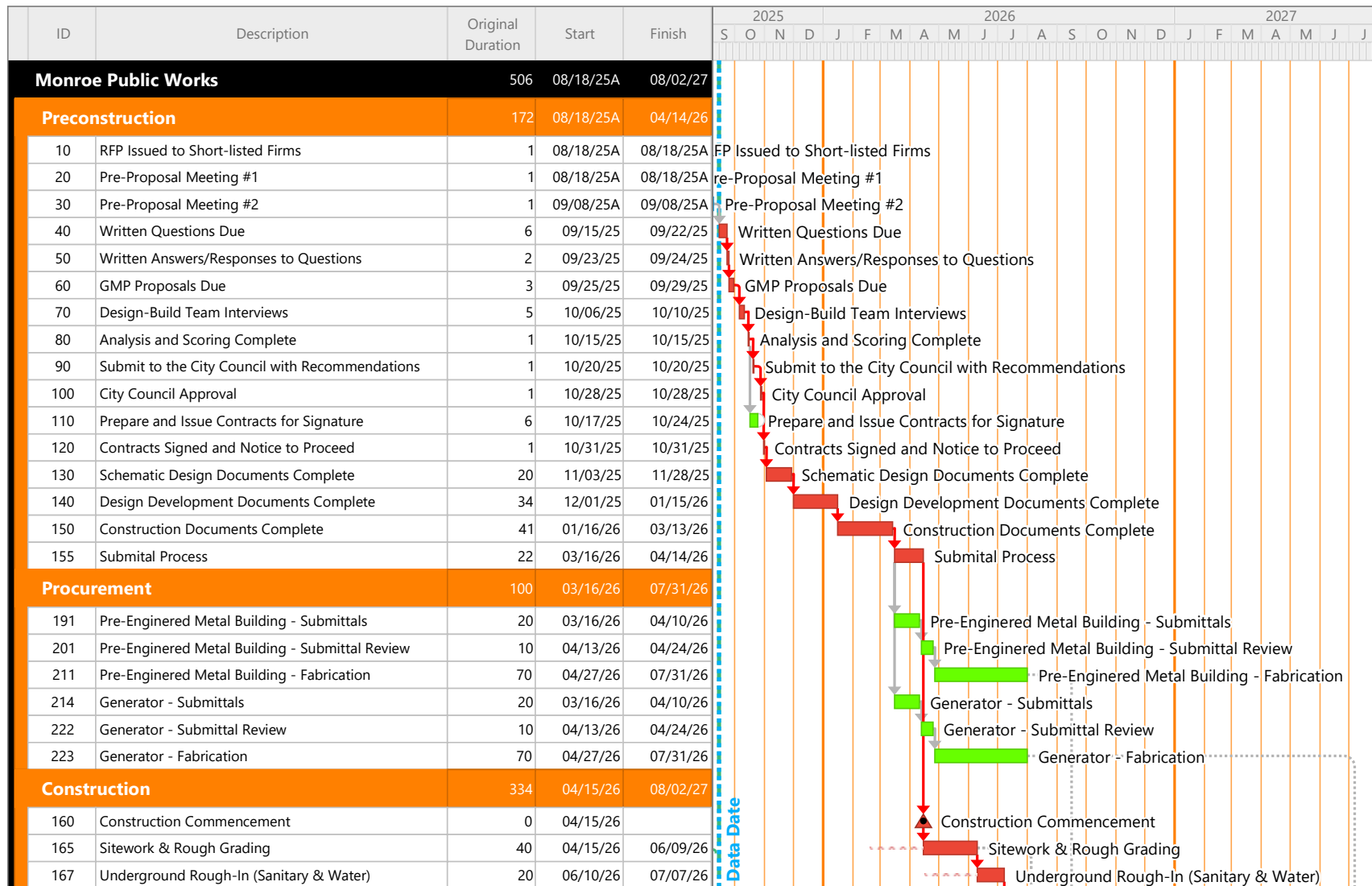
A141-2014 EXHIBIT A, SECTION 5.6

On the A141-2014 Exhibit A, Section A.5.6 please add, “The Design- Builder is the Owner’s agent only for the limited purpose of making payments to subcontractors and suppliers providing work, goods, and/or services to the Project. The Owner agrees to furnish or approve, in a timely manner, information required by the Design-Builder and to make payments to the Design-Builder in accordance with the requirements of the Contract Documents.”

A141-2014 ARTICLE 15

On the A141-2014, Article 15, Add: “§ 15.9 Solely and exclusively for purposes of calculating “gross receipts” under the Commercial Activity Tax (CAT) under Ohio Revised Code Chapter 5751.01, et seq., and Ohio Administrative Code 5703.29.13 (“Rule”), as amended and currently in effect, the Design-Builder and Owner agree that Design-Builder will act in the best interests of the Owner with respect to cost issues related to all Subcontractors and will disclose all Subcontractors’ cost detail upon request of the Owner, and will act as a conduit with respect to payments made on the Owner’s behalf to the Design-Builder for all Work performed by Subcontractors. The agency relationship between Owner and Design-Builder is limited to the Design-Builder’s obligation to make payments which are owed to Subcontractors by Design-Builder with funds received from the Owner by the Design-Builder. Nothing herein affects the at-risk nature of this Agreement.”

6. PROJECT SCHEDULE



Start Date: 09/15/25
 Finish Date: 08/02/27
 Data Date: 09/15/25
 Run Date: 09/22/25
 Monroe - Schedule.ppx

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The City of Monroe Municipal Service Center
 Conceptual Schedule

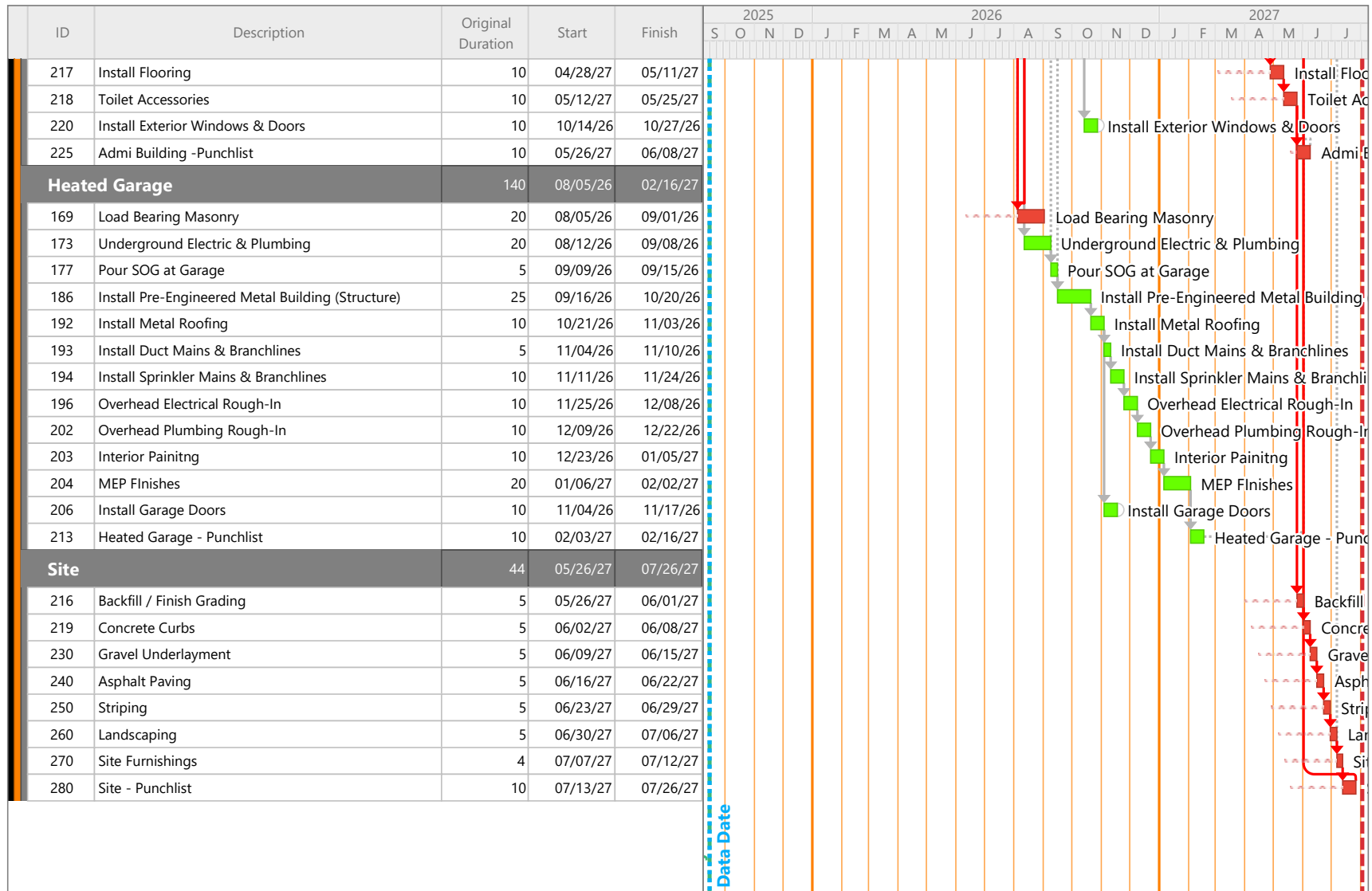


6. PROJECT SCHEDULE

ID	Description	Original Duration	Start	Finish
168	Foundations	20	07/08/26	08/04/26
170	Construction Substantially Complete	0		06/01/27
180	Facility Operational	0		08/02/27
Admin Building		220	08/05/26	06/08/27
172	Underground Electrical Rough-In - Admin	5	08/05/26	08/11/26
175	Pour Concrete SOG at Admin Building	5	08/12/26	08/18/26
176	Frame Load Bearing Walls	10	08/19/26	09/01/26
178	Set Bar Joist	5	09/02/26	09/08/26
179	Metal Decking	5	09/09/26	09/15/26
181	Wall Framing - Layout & Top Track	10	09/16/26	09/29/26
182	Roof Curbs & Rough-In Roof Penetrations	5	09/16/26	09/22/26
183	TPO Roofing	10	09/23/26	10/06/26
184	Install Duct Mains & Branchlines	15	10/07/26	10/27/26
185	Exterior Sheathing	5	08/26/26	09/01/26
187	Install Sprinkler Mains & Branchlines	10	10/28/26	11/10/26
188	Overhead Electrical Rough-In	10	11/11/26	11/24/26
189	Overhead Plumbing Rough-In	10	11/25/26	12/08/26
190	Exterior Vapor Barrier	5	09/02/26	09/08/26
195	Interior Wall Framing	10	12/09/26	12/22/26
197	Interior Door Frames	5	12/23/26	12/29/26
198	Wall Rough-In - MEP	15	12/30/26	01/19/27
199	Drywall Hang	10	01/20/27	02/02/27
200	Exterior Insulation	5	09/09/26	09/15/26
205	Drywall Finish	10	02/03/27	02/16/27
207	Painting	10	02/17/27	03/02/27
208	ACT Framing	10	03/03/27	03/16/27
209	Install Casework	10	03/17/27	03/30/27
210	Exterior Masonry	20	09/16/26	10/13/26
212	MEP Finisheses	10	03/31/27	04/13/27
215	ACT Pad Install	10	04/14/27	04/27/27

Start Date: 09/15/25 Finish Date: 08/02/27 Data Date: 09/15/25 Run Date: 09/22/25 Monroe - Schedule.ppx Page 2A	The City of Monroe Municipal Service Center Conceptual Schedule		
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6. PROJECT SCHEDULE

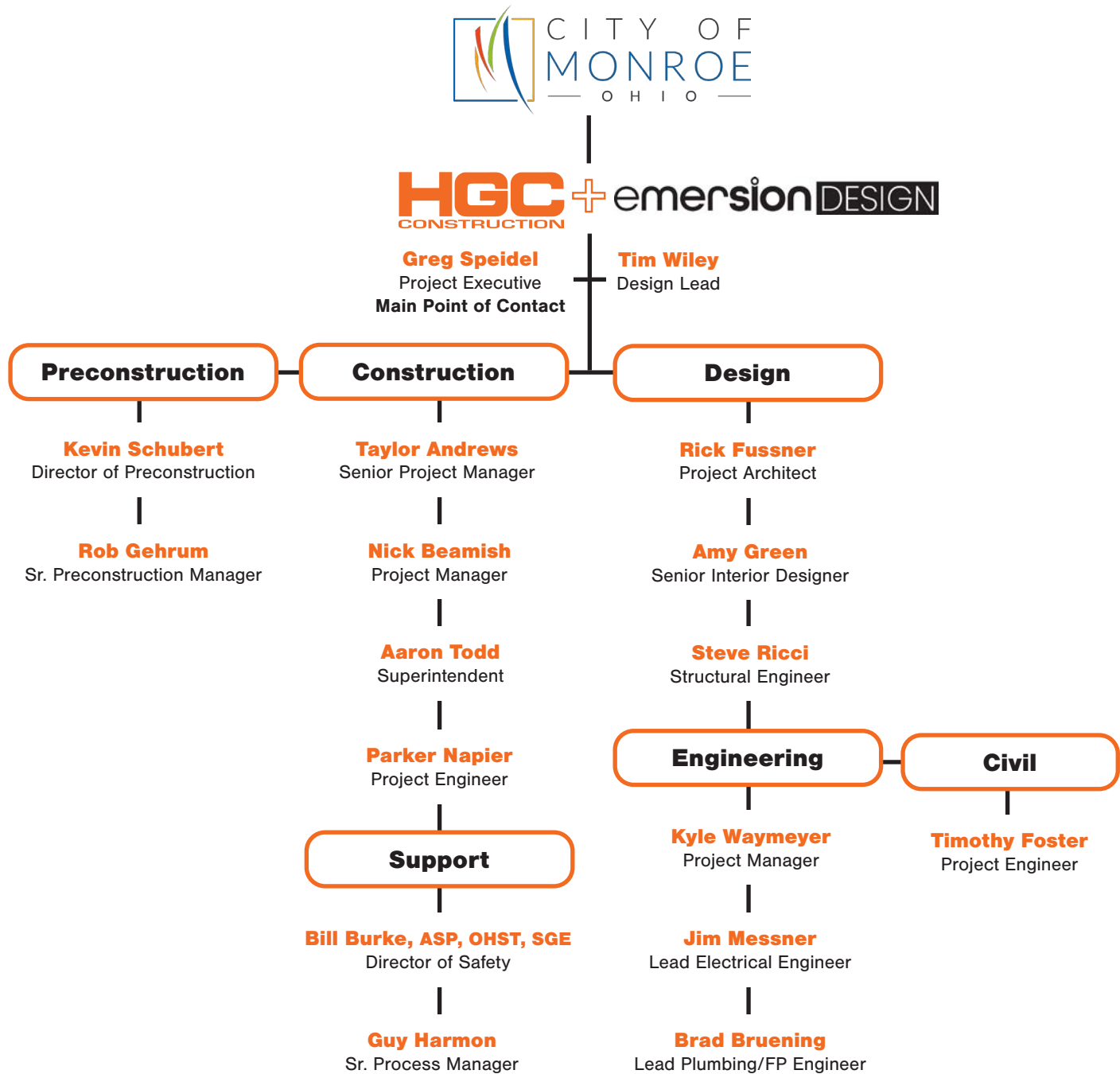


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Monroe - Schedule.ppx

The City of Monroe Municipal Service Center
Conceptual Schedule



7. PERSONNEL

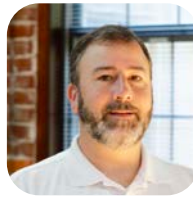


7. PERSONNEL

Construction



Greg Speidel
Project Executive
HGC
CONSTRUCTION



Rob Gehrum
Project Estimator
HGC
CONSTRUCTION



Nick Beamish
Project Manager
HGC
CONSTRUCTION



Aaron Todd
Project Superintendent
HGC
CONSTRUCTION

Design



Tim Wiley
Architectural Project Manager
emersionDESIGN



Timothy Foster
Civil Engineer
ide INFRASTRUCTURE
DEVELOPMENT
ENGINEERING



Steve Ricci
Structural Engineer
emersionDESIGN



Kyle Waymeyer
Mechanical Engineer
CMTA
A LEGENCE Company



Jim Messner
Electrical Engineer
CMTA
A LEGENCE Company

8. BETTERMENTS



DISTRICT 3 POLICE HEADQUARTERS

Spoil Remaining Cut Material On-Site

The base grading approach anticipates nearly 100,000 CY of soil export, a costly and disruptive operation. Please see our two betterments:

- » **First betterment:** Raising the eastern platform and adjusting the north access drive — reduces export volumes by approximately 50,000 CY, cutting disposal requirements in half.
- » **Second betterment:** Spoil the remaining soil on the west side of the site rather than hauling it away. This strategy aligns with the City's stated preference to keep material on-site whenever possible, avoiding export trucking costs while creating long-term value for future development.

Key advantages include:

- » **Cost Avoidance:** Eliminating the need to haul an additional 50,000 CY off-site translates directly into reduced construction costs and fewer truck trips through Monroe neighborhoods.
- » **Improved Site Balance:** Placing fill on the west side, particularly around the regional detention basin, helps establish a balanced earthwork strategy and may reduce excavation depth for stormwater features.
- » **Future Readiness:** Fill placement can be coordinated to support future phases of the Public Works campus. Strategic fill locations can establish building pads or berming that will serve the City years down the road, converting what would otherwise be a disposal challenge into an asset.
- » **Enhanced Slopes & Access:** By raising both the eastern platform and detention basin three feet, site slopes improve markedly. The heated storage drive-out reduces from a steep 6% slope to a more manageable ~1%. The rear drive slope also improves from 8.5% down to 5%. Even the proposed public street grade can be modestly increased (from 1% to 1.6%), resulting in safer, more functional transitions.

With this two-step strategy — first reduce export, then spoil the balance on-site — Monroe avoids the significant costs and disruptions of mass soil disposal while positioning the west side of the property to serve future municipal needs.

LETTER OF INTENT FOR PERFORMANCE BOND



5905 East Galbraith Road, Suite 5000
Cincinnati, OH 45236
www.assuredpartners.com

September 4, 2025

Re: Bonding - HGC Construction Co.
Design-Build Monroe New Public Works Facility

To Whom It May Concern:

The Hartford, through its various operating entities, an A.M. Best "A+ (Superior), XV (\$2 Billion+)" rated company, is pleased to be the surety for HGC Construction Co. We consider the management team at HGC Construction Co. to be very capable and would highly recommend them to you for the project you are considering. We are currently willing to provide bid, performance and payment bonds on single projects up to the \$100,000,000 range and on an aggregate limit up to \$300,000,000. This, however, is not to be construed as a maximum support level; consideration will be given to larger jobs based upon the project details and contract requirements.

The Hartford intends to issue the required performance and payment bonds for HGC as the Design-Builder for the City of Monroe's New Public Works Facility upon the execution of a mutually acceptable contract.

We are confident that HGC Construction Co. is very capable of successfully completing any project they choose to undertake. The Hartford regards HGC Construction Co. as a well-financed and well-managed firm, and we would welcome any inquiries regarding their capabilities.

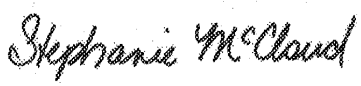
We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me at (513) 624-1746.

Sincerely,

A handwritten signature in blue ink, reading 'Mark A. Nelson', with a long horizontal flourish extending to the right.

Mark A. Nelson
Senior Vice President, AssuredPartners - Surety

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

	Bureau of Workers' Compensation	30 W. Spring St. Columbus, OH 43215
Certificate of Ohio Workers' Compensation		
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.		
This certificate must be conspicuously posted.		
Policy number and employer 00861893		Period Specified Below 07/01/2025 to 07/01/2026
HGC CONSTRUCTION CO 2814 STANTON AVE CINCINNATI OH 45206-1123		
www.bwc.ohio.gov Issued by: BWC		 Administrator/CEO
You can reproduce this certificate as needed.		

Ohio Bureau of Workers' Compensation	
Required Posting	
Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.	
The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.	
	Bureau of Workers' Compensation
You must post this language with the Certificate of Ohio Workers' Compensation.	

DP-29 BWC-1629 (Rev. Jan. 10, 2019)

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 950 Main Avenue, Suite 1800 Cleveland OH 44113		CONTACT NAME: Courtney Baxter PHONE (A/C, No, Ext): (513) 427-8805 FAX (A/C, No): E-MAIL: cbaxter@oswaldcompanies.com ADDRESS:																						
INSURED HGC Construction Company 2814 Stanton Ave. Cincinnati OH 45206		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B:</td> <td>Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C:</td> <td>Indian Harbor Ins Co</td> <td>36940</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Insurance Co of Hartford	20478	INSURER B:	Continental Insurance Company	35289	INSURER C:	Indian Harbor Ins Co	36940	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 25/26 HGC Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			7091776892	06/01/2025	06/01/2026	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BUA 7091776875	06/01/2025	06/01/2026	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																				
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUE 7091776889	06/01/2025	06/01/2026	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																				
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	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N / A			WC7091776908	06/01/2025	06/01/2026	<table border="1"> <tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> <tr><td>Claim/Occurrence</td><td>5,000,000</td></tr> <tr><td>Aggregate</td><td>10,000,000</td></tr> </table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	Claim/Occurrence	5,000,000	Aggregate	10,000,000		
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Claim/Occurrence	5,000,000																				
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C	Contractors Professional & Pollution Liability			CEO742123303	06/01/2024	06/15/2025	<table border="1"> <tr><td>Claim/Occurrence</td><td>5,000,000</td></tr> <tr><td>Aggregate</td><td>10,000,000</td></tr> </table>	Claim/Occurrence	5,000,000	Aggregate	10,000,000										
Claim/Occurrence	5,000,000																				
Aggregate	10,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Courtney Baxter</i>
-------------------------------	--

ADDITIONAL REMARKS SCHEDULE

AGENCY The James B. Oswald Company	NAMED INSURED River Rock Ventures Inc.
POLICY NUMBER	EFFECTIVE DATE:
CARRIER NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

ADDITIONAL COVERAGES:

INSURER AFFORDING COVERAGE: American Guarantee & Liability
 NAIC CODE: 26247
 TYPE OF INSURANCE: Excess Liability (2nd layer)
 POLICY NUMBER: AEC 4166021-03
 EFFECTIVE: 06/01/2025 - 06/01/2026

LIMIT DESCRIPTION: LIMIT AMOUNT:
 Occurrence: \$10,000,000
 Aggregate: \$10,000,000

CERTIFICATION LETTER

ATTACHMENT A - CERTIFICATION LETTER

City of Monroe, Ohio
233 S Main Street
Monroe, OH 45050

RE: Proposal for the Design Build Construction Services
City of Monroe New Public Works Service Facility

HGC Construction (the "Respondent") hereby submits its Proposal in response to the Request for Proposals for the City of Monroe New Public Works Service Facility Design-Build Project issued by the City of Monroe.

As a duly authorized representative of the Respondent, I hereby certify, represent and warrant as follows in connections with the Proposal:

- a. The Respondent acknowledges receipt of the RFP and the following addenda:

No.	Date
<u>1</u>	<u>8/27/2025</u>
<u>2</u>	<u>9/5/2025</u>
<u>3</u>	<u>9/15/2025</u>
<u>4</u>	<u>9/18/2025</u>

- b. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon the Respondent. This Certification Letter evidences my authority to submit the Proposal and bind the Respondent to its terms.
- c. The Respondent has completely reviewed and understands and agrees to be bound by the requirements of the Proposal.
- d. The firms that will be members of the Respondents Professional Design Project team include as follows (must list all disciplines):

Name	Responsibility
<u>emersion DESIGN</u>	Architect of Record
<u>Infrastructure and Development Engineering</u>	Civil Engineering Consultant
<u>emersion DESIGN</u>	Structural Engineering Consultant
<u>CMTA</u>	MEP Engineering Consultant
	Other

- e. All information and statements contained in the Proposal are current, correct and complete, and are made with the full knowledge that City of Monroe will rely on such information and statements in awarding the project.
- f. The Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.
- g. The Respondent will comply with any applicable state and federal equal opportunity and affirmative action requirements associated with the funding of this Project.
- h. Neither the Respondent, nor any of the listed team members are currently suspended or debarred from doing business with any governmental entity.

CERTIFICATION LETTER

Request for Qualifications (Design-Build Team)

- i. Neither the Respondent, nor any of the listed team members are currently in arrears or delinquent on any City of Monroe or Butler County property taxes.

- j. The Respondent's contact person who will serve as the interface between City of Monroe and the Respondent is:

Name: Greg Speidel
Title: Project Executive
Address: 2814 Stanton Avenue, Cincinnati, OH 45206
Phone: (513) 429-9046
Fax: _____
E-Mail: gspeidel@hgconstruction.com

HGC Construction
Name of Respondent
Adam Kuehne
Name of Designated Signatory
Adam Kuehne
Signature
President
Title
September 22, 2025
Date

(Notary Public)

State of Ohio

County of Hamilton

On this 4th day of September, 2014, before me appeared Adam Kuehne personally known to me to be the person described in and who executed this Certification Letter and acknowledged that (he / she) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.



(Seal)

KATHLEEN SULLIVAN
Notary Public, State of Ohio
My Commission Expires
July 20, 2030

Kathleen Sullivan
Notary Public in and for the State of Ohio
Kathleen Sullivan
(Name Printed)
Residing at Butler County
My Commission Expires 7-20-30



WRIGHT-PATTERSON AFB FIRE, CRASH AND RESCUE

ONE-YEAR WARRANTY OF ACCEPTANCE

HGC Construction, together with emersion DESIGN, is committed to standing behind the quality of our work on the City of Monroe Municipal Services Center. Based on the contractual documents, we will follow section 3.1.12 and 11.2.2. as outlined in the Warranty section.

PROFESSIONAL SERVICES WARRANTY

We warrant that all services provided will be performed in a timely and professional manner, using qualified staff and in full accordance with generally accepted professional standards. The design and recommended solution we deliver will be fully capable of meeting the project's objectives and long-term operational needs.

ONE-YEAR WARRANTY OF ACCEPTANCE

The Design-BUILDER shall repair and/or replace any defective materials, components, or workmanship upon notice from the City for a period of one (1) year from the date of Substantial Completion. This comprehensive warranty ensures that the City can rely on the performance, durability, and quality of the facility with full peace of mind.

OUR COMMITMENT

We view this warranty not simply as a contract requirement, but as an extension of our partnership with the City of Monroe. Our team will remain engaged throughout the first year of occupancy, ensuring that the facility performs exactly as intended and that any issues are resolved quickly and effectively.



ADDENDUM

MUNICIPAL FEE WAIVER AND JURISDICTIONAL CLARIFICATION

Effective Date: September 17, 2025

Project: City of Monroe Municipal Services Center

MUNICIPAL FEE WAIVER

Pursuant to the authority granted under Ohio Revised Code and the City of Monroe's home rule powers, the following fees are hereby **WAIVED** for the Municipal Services Center project:

Waived Municipal Fees:

- **Zoning-related fees** (including but not limited to zoning permits, variance applications, conditional use permits, and appeals)
- **Building permit fees** for structural systems and components
- **Electrical permit fees** for all electrical work and installations
- **Mechanical permit fees** for HVAC, ventilation, and mechanical systems

JURISDICTIONAL CLARIFICATION

The applicant is hereby notified that the following services and associated charges remain under the jurisdiction of other governmental entities and are **NOT WAIVED** by this addendum:

Butler County Water and Sewer District:

- Water connection fees
- Sewer connection charges
- Water and sewer capacity fees
- System development charges
- Water and sewer inspection fees

Butler County Health Department:

- Plumbing permit fees
- Plumbing inspection fees
- Water well permits (if applicable)

CONDITIONS AND LIMITATIONS

ADDENDUM 4

1. This fee waiver applies only to municipal fees under the direct authority of the City of Monroe.
2. All applicable codes, standards, and inspection requirements remain in full effect despite the fee waiver.
3. The applicant must obtain all required permits and approvals from the jurisdictional authorities.
4. This addendum does not waive any fees or charges imposed by county, state, or federal agencies.
5. Future modifications or additions to this project may be subject to standard fee schedules unless otherwise specified.

Municipal Authority:

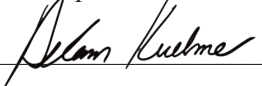
Authorized Representative

Gary Morton, Public Works Director
City of Monroe

Date: September 17, 2025

Applicant Acknowledgment:

By signing below, the applicant acknowledges receipt and understanding of this addendum and the jurisdictional responsibilities outlined herein.

Signature:  Date: 9/22/2025

Print Name: Adam Kuehne

Build Every Day



THE CITY OF MONROE MUNICIPAL SERVICES CENTER

GMP BID PROPOSAL



PREPARED FOR:

City of Monroe
Gary Morton, Public Works Director
MortonG@monroeohio.gov



PREPARED BY:

Greg Speidel
Project Executive
gspeidel@hgconstruction.com



**BUILD
EVERY
DAY**

September 22, 2025
Page 101



TABLE OF CONTENTS

GMP BID PROPOSAL:

1. GMP Bid Proposal Form	3
2. Clarifications and Assumptions	5
3. Detailed GMP Estimate	8



GMP BID PROPOSAL FORM

City of Monroe, OH Public Works Facility

DB Team Name: HGC Construction / emersion DESIGN

Proposed Pre-Construction Fees (Total) \$729,989.00

Total for all costs which will be incurred for all required services up through the completion of the Construction Documents Phase / Permit Approval Services.

Design Fees:	\$690,293.00
Architectural	\$426,734.00
MEP	\$165,809.00
Structural	\$55,250.00
Civil	\$42,500.00
Other (Supplemental Survey, Supplemental Geotech, Etc.)	\$0.00
DB Fees:	\$39,696.00
DB Staff (Management, Administration, Estimating, Scheduling, GMP Proposal Updates, Reviews, Meetings, VE, Pre-Con Planning, Coordination, Bidding, Contracting, Compliance, Logistics, Etc.	\$35,776.00
Taxes	\$0.00
Bonds	\$3,920.00
Permitting / Approvals	.
DB OH&P:	\$0.00

Total Proposed GMP Bid \$17,775,678.10

Total for all costs which will be incurred for all required services after completion of Pre-Construction Phase Services through the completion of the Construction / Closeout / Warranty Phases.

Proposed Construction Fees	\$1,279,914.10
Design-Builders Fee:	\$630,212.10
DB OH&P:	\$0.00
Design-Builder Contingency:	\$309,892.00
Insurance:	\$59,323.00
Bonds:	\$83,671.00
Taxes:	\$0.00
Inspections: (General Building Permit, Stormwater, Etc.)	\$75,000.00
Special Inspections: (Code Required, Budget Value for Design - Will be paid by Owner)	\$0.00
Construction Phase Design Services:	\$121,816.00

General Conditions / Requirements:	\$1,001,188.00
Including, but not limited to DB Staff (Management, Administration, Site Supervision, Scheduling, Project Accounting, General Labor / Clean-Up, Reviews, Meetings, Coordination, Safety / Security / Fencing, Compliance, Logistics, Vehicles, Dumpsters, Fuel, Communications, Site Office, Printing, Temporary Utilities / Facilities, Signage, Misc. Tools & Supplies, Temporary Enclosures / Roads / Parking, Indirect Costs, BMP Measures, Etc.	\$1,001,188.00

GMP BID PROPOSAL FORM

City of Monroe, OH Public Works Facility

Base Bid Construction Total	\$15,494,576.00
03 Concrete	\$1,534,956.00
04 Masonry	\$537,760.00
05 Metals	\$557,100.00
06 Wood, Plastics & Composites	\$100,164.00
07 Thermal & Moisture Control	\$569,971.00
08 Openings	\$596,290.00
09 Finishes	\$734,701.00
10 Specialties	\$148,004.00
11 Equipment	\$0.00
12 Furnishings	\$0.00
13 Special Construction	\$2,450,275.00
21 Fire Suppression	\$266,072.00
22 Plumbing	\$914,475.00
23 Heating, Ventilating & Air Conditioning	\$1,403,101.00
26 Electrical	\$2,678,019.00
27 Communications	incl in 26
28 Electronic Safety & Security	incl in 26
31 Earthwork	\$1,188,875.00
32 Exterior Improvements	\$673,573.00
33 Utilities	\$1,141,240.00
 Alternate 01 - Perimeter Fence - (Add / Deduct) Circle One	 \$165,000.00
Alternate 02 - Landscaping - (Add / Deduct) Circle One	\$20,000.00
Alternate 03 - Interior Finishes - (Add / Deduct) Circle One	\$133,155.00
Alternate 04 - Covered Parking - (Add / Deduct) Circle One	\$675,150.00
Alternate 05 - Lightning Protection - (Add / Deduct) Circle One	\$85,375.00

CLARIFICATIONS AND ASSUMPTIONS

General

- a. This Initial GMP is based off the Burgess & Niple/KZF JV Drawings Dated, **7/31/2025**.
 - b. The Initial GMP includes **2%** for Construction Contingency as dictated in the RFP.
 - c. The Initial GMP assumes construction start to be 2nd QTR 2026.
 - d. The Initial GMP does not Include cost for any “Future Phase” work including the Material Laydown Areas shown on drawings. Area is priced to be “Pad Ready”
- **Division 3**
 - a. Concrete footings, foundations, walls, piers, and slabs are sized per general information provided.
 - **Division 4**
 - a. Includes brick masonry veneer and CMU as indicated.
 - b. Load-bearing CMU at interior wall only.
 - **Division 5**
 - a. Steel structural framing is assumed to be 6 lbs. per square foot for the office area.
 - b. Includes bollards around the administration building, heated garage, and salt storage facilities.
 - **Division 6**
 - a. Includes misc. in wall blocking.
 - b. Includes base cabinets, wall cabinets and countertops.
 - **Division 7**
 - a. Includes EPDM and standing seam roofs as noted.
 - b. Includes composite wood siding as noted.
 - **Division 8**
 - a. Includes overhead doors as described.
 - b. Includes access control hardware for nine (9) doors exiting the administration office building.
 - c. Includes glass and glazing as noted.
 - **Division 9**
 - a. Includes structural stud framing at exterior perimeter of administration building.
 - b. Includes exterior painting for detail striping direct to the metal panel.
 - c. Includes flooring systems as noted.
 - d. Includes concrete colored and sealed for all exposed concrete floors subject to foot traffic only. Vehicular area in heated garage assumed to be sealed only.
 - **Division 10**
 - a. Includes exterior signage as noted.
 - b. Interior signage included for room designation and code-required egress.
 - c. Includes only storage lockers and shelving noted within specifications to be provided by contractor.
 - **Division 12**
 - a. Included in Division 6 and Division 10 for items notes in specifications.

CLARIFICATIONS AND ASSUMPTIONS

- **Division 13**
 - a. Includes pre-engineered metal building with single-skin metal panels with 6" (R-19) wall insulation and 9" (R-20) roof insulation.
 - b. Includes tensile fabric structures noted.
 - c. Alternate 04 includes pre-engineered metal building structures for both covered parking areas. These include a non-insulated roof panel as covering with exposed framing. The roof panel will match the roof panel from the heated garage area.
- **Division 21**
 - a. Includes fire protection system for administration building and heated garage.
 - b. No fire protection or sprinkler system included for salt storage facilities.
- **Division 22**
 - a. Plumbing is included as shown in the drawings.
 - b. Includes trench drains and interceptors as shown.
 - c. Includes gas piping as noted on drawings.
 - d. Assumes all sinks in restrooms to be wall mounted, no vanities included within these areas.
- **Division 23**
 - a. Includes HVAC systems as noted.
 - b. Includes high volume low speed fans and infrared heaters in garage area.
 - c. No fire dampers included.
- **Division 26**
 - a. Includes power, distribution, and lighting as indicated.
 - b. Includes conduit ran to proposed future buildings for those future panel connections. Panels for future buildings are not included.
 - c. Includes 10 light poles on site to illuminate parking and exterior buildings.
 - d. Alternate 04 includes ceiling mounted light fixtures under covered parking areas.
 - e. Alternate 05 includes lighting protection on the administration building and heated garage facility.
- **Division 27, 28**
 - a. Assumes access controls to nine (9) exterior office doors.
 - b. Data figured to desks, television, and copier/printer locations.
 - c. Assumes cameras mounted on each assumed exterior light pole.
- **Division 31,32,33**
 - a. The existing drawings reflect nearly 115,000 cy of excess soils on site to meet the grades. During the preproposal meeting, it was discussed that excess soils can remain on or near the site. Export of these soils would add nearly \$2,000,000 to the overall price and may delay the construction in finding an acceptable site for export.
 - b. Water and Sewer fees are included as an allowance of \$75,000.
 - c. Duke Energy Aid to Construction Fees are not included.
 - d. Includes clearing and grubbing south portion of the site. Not shown on drawings.
 - e. The Initial GMP excludes dewatering.
 - f. Heavy-duty asphalt is included in driving lanes and truck turnaround areas in the City Vehicle Area. Standard Duty is figured in the Public Parking lot.

CLARIFICATIONS AND ASSUMPTIONS

- g. High Security Spec 323113.53 is not included. Fencing in Alternate priced as decorative and chain link, eight foot in height.
- h. Site furnishings are excluded as none are shown.
- i. Landscaping is figured as an allowance of \$20,000. None shown.

DETAILED GMP ESTIMATE



Monroe Municipal Services Building
Initial GMP Estimate

Bugess & Niple / KZF Joint venture
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				Total	
Item	Description	Takeoff Qty		Unit Cost	Amount
03 Concrete					
03000.00	Concrete				
03110.00	Foundations				
03110.010	Strip Footing	155.00	cy	700.00 /cy	108,500
03110.020	Column Footings	102.00	cy	800.00 /cy	81,600
03110.020	Bollard Footings	28.00	cy	800.00 /cy	22,400
03110.110	Thickened Slabs	16.00	cy	400.00 /cy	6,400
03110.440	Foundation Drain	1,100.00	lf	18.00 /lf	19,800
03110.500	Backfill Footer	81.00	cy	24.00 /cy	1,944
	Foundations				240,644
03130.00	Concrete Walls				
03130.080	Concrete Block Panels	202.00	cy	550.00 /cy	111,100
03130.090	Concrete Walls (8'-16')	184.00	cy	1,200.00 /cy	220,800
	Concrete Walls				331,900
03200.00	Slab on Grade				
03200.020	S.O.G (6" thick, 4" gravel)	33,579.00	sf	8.00 /sf	268,632
03200.040	S.O.G (8" thick, 6" gravel)	44,875.00	sf	10.00 /sf	448,750
03200.060	Int Concrete Ramp	180.00	sf	14.00 /sf	2,520
03200.060	Salt Storage Slabs	15,214.00	sf	12.00 /sf	182,568
03200.120	Perimeter Insulation	3,300.00	sf	2.00 /sf	6,600
03200.540	Floor Sealer	44,875.00	sf	0.50 /sf	22,438
	Slab on Grade				931,508
03320.00	Concrete Columns				
03320.050	Round columns (8' - 16')	24.00	cy	1,200.00 /cy	28,800
	Concrete Columns				28,800
03900.00	Misc Concrete systems				
03900.100	Form Trench Drain	263.00	lf	8.00 /lf	2,104
	Misc Concrete systems				2,104
	Concrete				1,534,956
	03 Concrete			19.565/sf	1,534,956
	78,454.00 sf				

04 Masonry

04000.00	Masonry				
04100.00	Brickwork				
04100.015	Masonry Veneer high end	3,968.00 sf	45.00 /sf		178,560
	Brickwork				178,560
04200.00	Blockwork				
04200.070	CMU - reinforced, 6"	3,640.00 sf	35.00 /sf		127,400
04200.080	CMU - reinforced, 8"	6,100.00 sf	38.00 /sf		231,800

DETAILED GMP ESTIMATE



Monroe Municipal Services Building Initial GMP Estimate

Bugess & Niple / KZF Joint venture
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				Total	
Item	Description	Takeoff Qty	Unit Cost	Amount	
	<i>Blockwork</i>				359,200
	Masonry				537,760
	04 Masonry		6.854/sf		537,760
	78,454.00 sf				
05 Metals					
05000.00	Steel				
05100.00	Structural Steel Framing				
05100.010	Structural Steel System Complete	89.00 tn	6,000.00 /tn		534,000
	<i>Structural Steel Framing</i>				534,000
05500.00	Miscellaneous Steel				
05500.030	Metal bollards	60.00 ea	350.00 /ea		21,000
05500.400	Steel Roof Ladder	1.00 ea	2,100.00 /ea		2,100
	<i>Miscellaneous Steel</i>				23,100
	Steel				557,100
	05 Metals		7.101/sf		557,100
	78,454.00 sf				
06 Wood, Plastics & Composites					
06000.00	Carpentry				
06100.00	Rough Carpentry				
06100.020	In-wall Blocking	21,976.00 sf	1.50 /sf		32,964
	<i>Rough Carpentry</i>				32,964
06200.00	Interior Finish Carpentry				
06200.000	Window Sills	16.00 ea	650.00 /ea		10,400
	<i>Interior Finish Carpentry</i>				10,400
06400.00	Custom Casework				
06400.020	Base Cabinets	140.00 lf	200.00 /lf		28,000
06400.030	Wall Cabinets	60.00 lf	225.00 /lf		13,500
	<i>Custom Casework</i>				41,500
06500.00	Countertops				
06500.050	P-Lam Countertops	340.00 sf	45.00 /sf		15,300
	<i>Countertops</i>				15,300

DETAILED GMP ESTIMATE



Monroe Municipal Services Building Initial GMP Estimate

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Item	Description	Takeoff Qty	Unit Cost	Total	
				Amount	
	Carpentry				100,164
	06 Wood, Plastics & Composites		1.277/sf		100,164
	78,454.00 sf				
07 Thermal & Moisture Control					
07000.00	Thermal & Moisture Protection				
07220.00	Metal Roofing				
07220.010	Preformed Metal Roofing - Arch Standing Seam	90.00	sf	50.00 /sf	4,500
	Metal Roofing				4,500
07230.00	Membrane Roofing				
07230.020	Single ply EPDM membrane roofing -60 mil fully adhered	21,976.00	sf	20.50 /sf	450,508
07230.290	Roof Hatch	1.00	ea	3,250.00 /ea	3,250
	Membrane Roofing				453,758
07280.00	Flashing & Sheet Metal				
07280.010	Sheet Metal Wall Cap	435.00	lf	15.00 /lf	6,525
07280.040	Sheet Metal Downspouts	96.00	lf	20.00 /lf	1,920
	Flashing & Sheet Metal				8,445
07424.00	Composite Wall Panels				
07424.010	Composite Wall Panel - Trex	1,470.00	sf	25.00 /sf	36,750
	Composite Wall Panels				36,750
07600.00	Joint Sealants				
07600.010	Caulk & Sealants Sub	66,518.00	sf	1.00 /sf	66,518
	Joint Sealants				66,518
	Thermal & Moisture Protection				569,971
	07 Thermal & Moisture Control		7.265/sf		569,971
	78,454.00 sf				

08 Openings

08000.00	Openings				
08100.00	Hollow Metal Doors/Frames/HW				
08100.030	Ext. HM Door & Frame- 3'-0" x 7'-0"	8.00	ea	3,000.00 /ea	24,000
08100.040	Ext. Dbl HM Door & Frame- 6'-0" x 7'-0"	7.00	ea	5,500.00 /ea	38,500
08100.140	HM Frame & Wood Door - 3'-0" x 7'-0"	64.00	ea	3,300.00 /ea	211,200
08100.200	Dbl HM HM Frame & Wood Door - 6'-0" x 7'-0"	5.00	ea	6,000.00 /ea	30,000
08100.420	Grout HM frames	11.00	ea	850.00 /ea	9,350
08100.510	Finish Hardware Ext.HM Door w/ Mortise lock	22.00	ea	750.00 /ea	16,500
08100.530	Finish Hardware Wood Doors	74.00	ea	500.00 /ea	37,000

DETAILED GMP ESTIMATE



Monroe Municipal Services Building Initial GMP Estimate

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				Total	
Item	Description	Takeoff Qty	Unit Cost	Amount	
	<i>Hollow Metal Doors/Frames/HW</i>				366,550
08330.00	<i>Rolling Doors</i>				
08300.060	10'x10'Insulated Overhead Door	1.00 ea	5,500.00 /ea	5,500	
08300.060	15'x10'Insulated Overhead Door	1.00 ea	7,500.00 /ea	7,500	
08300.090	20'x 10' Insul. Overhead Door	1.00 ea	11,500.00 /ea	11,500	
08300.090	20'x 14' Insul. Overhead Door	2.00 ea	14,500.00 /ea	29,000	
	<i>Rolling Doors</i>				53,500
08500.00	<i>Aluminum Window Systems</i>				
08500.020	Aluminum Storefront	2,048.00 sf	55.00 /sf	112,640	
08500.350	Alum. Storefront Doors	4.00 ea	9,000.00 /ea	36,000	
08500.400	Glass for HM Sidelites	23.00 ea	1,200.00 /ea	27,600	
	<i>Aluminum Window Systems</i>				176,240
	Openings				596,290
	08 Openings		7.601/sf		596,290
	78,454.00 sf				

09 Finishes

09000.00	Finishes				
09100.00	<i>Structural Studs/Sheathing</i>				
09100.070	6" 18 ga. Stud/Ext. Sheath./Insul./Drywall	7,194.00 sf	20.00 /sf	143,880	
09100.500	Exterior Roof Blocking	435.00 lf	7.50 /lf	3,263	
	<i>Structural Studs/Sheathing</i>				147,143
09150.00	<i>Gypsum Board Assemblies</i>				
09150.060	Drywall Partitions (10' - 15' Tall)	25,613.00 sf	8.50 /sf	217,711	
	<i>Gypsum Board Assemblies</i>				217,711
09190.00	<i>Drywall Ceilings</i>				
09190.020	Drywall Ceilings - Hallways	796.00 sf	12.00 /sf	9,552	
09190.110	Drywall Bulkhead per lf	26.00 lf	79.12 /lf	2,057	
	<i>Drywall Ceilings</i>				11,609
09200.00	<i>Acoustical Ceilings</i>				
09200.070	2'x 2' SE Standard Acoustic Ceil.	18,003.00 sf	7.00 /sf	126,021	
	<i>Acoustical Ceilings</i>				126,021
09300.00	<i>Ceramic & Quarry Tile</i>				
09300.030	Ceramic Tile Floor	1,109.00 sf	25.00 /sf	27,725	
	<i>Ceramic & Quarry Tile</i>				27,725
09320.00	<i>Carpeting</i>				
09320.020	Carpet Tiles	11,824.00 sf	6.00 /sf	70,944	
09320.200	Walk-off Carpet Mat	64.00 sf	20.00 /sf	1,280	

DETAILED GMP ESTIMATE



Monroe Municipal Services Building Initial GMP Estimate

Bugess & Niple / KZF Joint venture
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				Total	
Item	Description	Takeoff Qty	Unit Cost	Amount	
	Carpeting				72,224
09340.00	Vinyl Flooring				
09340.030	LVT Standard	3,731.00 sf	8.00 /sf	29,848	
	Vinyl Flooring				29,848
09380.00	Specialty Flooring				
09380.040	Rubber Flooring 12" x 12"	918.00 sf	9.00 /sf	8,262	
09380.060	Concrete Sealer	11,011.00 sf	1.00 /sf	11,011	
	Specialty Flooring				19,273
09400.00	Painting & Wallcovering				
09400.010	Painting Subcontractor	66,518.00 sf	1.25 /sf	83,148	
	Painting & Wallcovering				83,148
	Finishes				734,701
	09 Finishes		9.365/sf		734,701
	78,454.00 sf				

10 Specialties

10000.00	Specilaties				
10100.00	Toilet Part. & Access.				
10100.020	Toilet Access -all inclusive	12.00 ea	900.00 /ea	10,800	
10100.040	Toilet Partitions - Plastic Laminate	3.00 ea	1,250.00 /ea	3,750	
10100.071	Urinal Screens - Plastic Laminate	2.00 ea	300.00 /ea	600	
10100.100	24"x36" Mirror	16.00 ea	100.00 /ea	1,600	
	Toilet Part. & Access.				16,750
10130.00	Fire Extinguishers				
01030.021	Office Recessed Fire Ext.	16.00 ea	250.00 /ea	4,000	
	Fire Extinguishers				4,000
10140.00	Signage				
10140.020	Interior Signage	21,796.00 ea	1.50 /ea	32,694	
	Signage				32,694
10141.00	Exterior Signage				
----	Exterior Signage Allowance	1.00 ls	75,000.00 /ls	75,000	
	Exterior Signage				75,000
10220.00	Wire Mesh Partitions				
10220.010	Interior Storage Cages	175.00 lf	20.00 /lf	3,500	
	Wire Mesh Partitions				3,500
10510.00	Lockers				
10510.020	12" x 15' x 72" Single Tier Locker	28.00 ea	220.00 /ea	6,160	
10510.020	Metal Shelving	45.00 ea	220.00 /ea	9,900	

DETAILED GMP ESTIMATE



Monroe Municipal Services Building
Initial GMP Estimate

Bugess & Niple / KZF Joint venture
9/22/2025

				Total	
Item	Description	Takeoff Qty	Unit Cost	Amount	
	<i>Lockers</i>				16,060
	Specilaties				148,004
	10 Specialties		1.887/sf		148,004
	78,454.00 sf				
13 Special Construction					
13000.00	Special Construction				
13100.00	<i>Pre-Eng. Metal Building</i>				
13100.010	Pre-Eng. Metal Building	46,445.00 sf	45.00 /sf		2,090,025
13100.010	Tensile Fabric Structures	14,410.00 sf	25.00 /sf		360,250
	<i>Pre-Eng. Metal Building</i>				2,450,275
	Special Construction				2,450,275
	13 Special Construction		31.232/sf		2,450,275
	78,454.00 sf				
21 Fire Suppression					
21000.00	Fire Suppression				
21100.00	<i>Fire Suppression Wet Systems</i>				
21100.010	Fire Protection Sub	66,518.00 sf	4.00 /sf		266,072
	<i>Fire Suppression Wet Systems</i>				266,072
	Fire Suppression				266,072
	21 Fire Suppression		3.391/sf		266,072
	78,454.00 sf				
22 Plumbing					
22000.00	Plumbing				
22010.00	<i>Building Plumbing Systems</i>				
22010.010	Plumbing	66,518.00 sf	2.00 / sf		133,036
22010.020	Fixtures	66,518.00 sf	1.50 / sf		99,777
22010.030	Equipment	66,518.00 sf	1.75 / sf		116,407
22010.040	Sanitary	66,518.00 sf	2.00 / sf		133,036
22010.050	Water	66,518.00 sf	1.75 / sf		116,407
22010.060	Storm	66,518.00 sf	1.00 / sf		66,518
22010.070	Gas	66,518.00 sf	2.50 / sf		166,295

DETAILED GMP ESTIMATE



Monroe Municipal Services Building
Initial GMP Estimate

Bugess & Niple / KZF Joint venture
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				Total	
<u>Item</u>	<u>Description</u>	<u>Takeoff Qty</u>		<u>Unit Cost</u>	<u>Amount</u>
<i>Building Plumbing Systems</i>					<i>831,475</i>
<i>22300.00</i>	<i>Sanitary Sewer</i>				
22300.050	Grease interceptor	2.00	ea	15,000.00 / ea	30,000
22300.080	Trench drains	265.00	lf	200.00 / lf	53,000
<i>Sanitary Sewer</i>					<i>83,000</i>
Plumbing					914,475
22 Plumbing				11.656/sf	914,475
78,454.00 sf					

23 Heating, Ventilating & Air Conditioning

23000.00	HVAC				
23100.00	HVAC Systems				
23100.010	HVAC System	66,518.00	sf	10.00 /sf	665,180
23100.272	Elec Unit Heaters	1.00	ea	500.00 /ea	500
23100.280	20' Infrared Tubular Heaters	13.00	ea	3,500.00 /ea	45,500
HVAC Systems					711,180
23200.00	Equipment				
23200.020	RTU	66,518.00	sf	5.00 /sf	332,590
23200.110	HVLS Fans	4.00	ea	15,000.00 /ea	60,000
Equipment					392,590
23240.00	Controls				
23240.020	Controls	66,518.00	ea	3.00 /ea	199,554
Controls					199,554
23310.00	Distribution				
23310.010	HVAC Duct	66,518.00	sf	1.50 /sf	99,777
Distribution					99,777
HVAC					1,403,101
23 Heating, Ventilating & Air Conditioning				17.884/sf	1,403,101
78,454.00 sf					

26 Electrical

26000.00	Electrical				
26010.00	Electrical Systems				
26010.010	Electrical Subcontractor	66,518.00	sf	8.00 /sf	532,144
26010.010	Electrical to Salt Storage	1.00	ls	50,000.00 /ls	50,000

DETAILED GMP ESTIMATE



Monroe Municipal Services Building Initial GMP Estimate

Bugess & Niple / KZF Joint venture
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				Total	
Item	Description	Takeoff Qty		Unit Cost	Amount
26010.00	Electrical Systems				
26010.020	Service	66,518.00	sf	5.50 /sf	365,849
26010.030	Lighting	66,518.00	sf	6.00 /sf	399,108
26010.040	Equipment Hook-up	66,518.00	sf	5.50 /sf	365,849
26010.050	Fire Alarm	66,518.00	sf	5.00 /sf	332,590
26010.060	Low Voltage	66,518.00	sf	1.50 /sf	99,777
26010.070	Security - Access Controls	66,518.00	sf	1.50 /sf	99,777
26010.080	Drawings & Permit	66,518.00	sf	0.75 /sf	49,889
26010.200	Misc GC's, Hoisting, Tools & Equipment	66,518.00	sf	2.00 /sf	133,036
26010.200	Site Electrical	1.00	ls	250,000.00 /ls	250,000
	Electrical Systems	2,678,019			
	Electrical	2,678,019			
	26 Electrical	34.135/sf 2,678,019			
	78,454.00 sf				
31 Earthwork					
31000.00	Earthwork				
31100.00	Site Demolition				
----	Clear and Grub	4.00	acre	8,500.00 /acre	34,000
	Site Demolition	34,000			
31300.00	Erosion Control				
----	Basin Liner	60,000.00	sf	1.20 /sf	72,000
----	Diversion Swale	260.00	lf	10.00 /lf	2,600
----	Construction Entrance	500.00	sy	20.00 /sy	10,000
31300.010	Silt protection fence (install & remove)	3,500.00	lf	3.80 / lf	13,300
31300.030	Inlet protection	20.00	ea	150.00 / ea	3,000
31300.050	Temporary seeding	25,000.00	sy	0.35 /sy	8,750
	Erosion Control	109,650			
31500.00	Excavation & Embankment				
----	Excavation and Embankment	5,300.00	cy	6.00 /cy	31,800
----	Rock Excavation	9,950.00	sy	15.00 /sy	149,250
31320.090	Strip Topsoil 6"	9,250.00	cy	6.00 /cy	55,500
31320.170	Move Excess on/near site	105,000.00	cy	6.50 /cy	682,500
31320.190	Topsoil fill	3,500.00	cy	12.00 /cy	42,000
31500.203	Grading	55,350.00	sy	0.50 /sy	27,675
	Excavation & Embankment	988,725			
31900.00	Miscellaneous Site				
31900.001	Site General Conditions	1.00	ls	56,500.00 /ls	56,500
	Miscellaneous Site	56,500			
	Earthwork	1,188,875			
	31 Earthwork	15.154/sf 1,188,875			
	78,454.00 sf				

DETAILED GMP ESTIMATE



Monroe Municipal Services Building
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				Total	
Item	Description	Takeoff Qty	Unit Cost	Amount	
31 Earthwork				15.154/sf	1,188,875
	78,454.00 sf				
32 Exterior Improvements					
10000.00	Specilaties				
10800.00	Flagpoles				
10800.010	Flagpoles	3.00 ea	3,000.00 /ea	9,000	
	Flagpoles			9,000	
	Specilaties				9,000
32000.00	Exterior Improvements				
32100.00	Asphalt Paving				
32100.040	Heavy Duty Asphalt Paving - Private	44,324.00 sf	5.50 /sf	243,782	
32100.040	Heavy Duty Asphalt Paving - Public	11,110.00 sf	6.00 /sf	66,660	
32100.050	Light Duty Asphalt Paving - Lot	18,231.00 sf	4.90 /sf	89,332	
32100.050	Light Duty Asphalt Paving - Public part of lot	17,844.00 sf	4.90 /sf	87,436	
	Asphalt Paving			487,210	
32200.00	Site Concrete				
32200.040	Concrete Pad - generator	120.00 sf	9.00 /sf	1,080	
	Site Concrete			1,080	
32260.00	Sidewalks/curbs				
32260.010	Formed Curbs 18" Barrier	935.00 lf	21.00 /lf	19,635	
32260.011	Formed Curb & Gutter	470.00 lf	25.00 /lf	11,750	
32260.020	Concrete Sidewalk with Integral Curb (4" with Mesh)	3,917.00 sf	9.00 /sf	35,253	
32260.021	Concrete Sidewalks with No Curb	100.00 sf	7.00 /sf	700	
	Sidewalks/curbs			67,338	
32270.00	Paving Specialties				
32270.010	Pavement Striping	1.00 ls	1,500.00 /ls	1,500	
32270.020	Do not Enter Sign	1.00 ea	250.00 /ea	250	
32270.030	Car Parking 8' Blocks	39.00 ea	250.00 /ea	9,750	
	Paving Specialties			11,500	
32400.00	Fences and Gates				
----	Motorized Gate	1.00 ea	10,000.00 /ea	10,000	
	Fences and Gates			10,000	
32800.00	Landscaping/Irrigation				
----	Landscaping Allowance	1.00 ea	50,000.00 /ea	50,000	
32800.151	Seed and Straw	106,986.00 sf	0.35 /sf	37,445	
	Landscaping/Irrigation			87,445	

DETAILED GMP ESTIMATE



Monroe Municipal Services Building Initial GMP Estimate

Bugess & Niple / KZF Joint venture
9/22/2025

Item	Description	Takeoff Qty	Unit Cost	Total	
				Amount	
	Exterior Improvements				664,573
	32 Exterior Improvements		8.586/sf		673,573
	78,454.00 sf				
	33 Utilities				
33000.00	Site Utilities				
33100.00	Water Line				
33100.010	Water Tap Existing	3.00 ea	2,500.00 / ea		7,500
33100.050	Water Risers	4.00 ea	2,500.00 /ea		10,000
33100.210	Fire Hydrants	3.00 ea	3,500.00 /ea		10,500
33100.210	Remove and Relocate Hydrant	1.00 ea	5,000.00 /ea		5,000
33100.270	4" DIP	35.00 lf	125.00 /lf		4,375
33100.290	8" DIP - public loop	1,240.00 lf	170.00 /lf		210,800
33100.310	12" DIP	234.00 lf	225.00 /lf		52,650
33100.340	2" Domestic feeds	338.00 lf	80.00 /lf		27,040
33100.370	4" C900	141.00 lf	60.00 /lf		8,460
33100.370	8" C900	435.00 lf	130.00 /lf		56,550
	Water Line				392,875
33300.00	Sanitary Sewer				
----	Tie in existing MH	1.00 ea	5,500.00 /ea		5,500
33300.020	6" SDR Sewer Lateral	730.00 lf	160.00 /lf		116,800
33300.020	8" SDR Sewer Extension	365.00 lf	200.00 /lf		73,000
33300.040	Sanitary Manholes	2.00 ea	4,000.00 /ea		8,000
	Sanitary Sewer				203,300
33400.00	Storm Sewer				
----	Rip Rap	50.00 cy	50.00 /cy		2,500
33400.030	4" Finger Drains	750.00 lf	30.00 /lf		22,500
33400.050	6" SDR Downspout Drains	575.00 lf	110.00 /lf		63,250
33400.080	12" ADS Storm Pipe	490.00 lf	120.00 /lf		58,800
33400.080	12" Roof Drains	175.00 lf	120.00 /lf		21,000
33400.100	18" ADS Storm Pipe	215.00 lf	135.00 /lf		29,025
33400.100	18" RCP	130.00 lf	300.00 /lf		39,000
33400.110	24" ADS Storm Pipe	745.00 lf	160.00 /lf		119,200
33400.130	36" ADS Storm Pipe	280.00 lf	180.00 /lf		50,400
33400.500	2-2B Catch Basins	6.00 ea	1,200.00 /ea		7,200
33400.501	2-3 Catch Basin	2.00 ea	1,500.00 /ea		3,000
33400.502	Storm Manhole	9.00 ea	2,800.00 /ea		25,200
33400.503	Curb Inlet	2.00 ea	3,000.00 /ea		6,000
33400.510	Outlet Structure	1.00 ea	5,500.00 /ea		5,500
33400.520	24" Headwalls	1.00 ea	2,000.00 /ea		2,000
33400.520	36" Headwalls	1.00 ea	3,000.00 /ea		3,000
	Storm Sewer				457,575
33500.00	Gas Line				
33500.010	Gas Line	264.00 lf	100.00 /lf		26,400
33500.010	Gas Line feed	212.00 lf	100.00 /lf		21,200
	Gas Line				47,600
33700.00	Site Electric				
33700.010	Electric to Generator	134.00 lf	85.00 /lf		11,390

DETAILED GMP ESTIMATE



Monroe Municipal Services Building
Initial GMP Estimate

Bugess & Niple / KZF Joint venture
9/22/2025

				Total	
<u>Item</u>	<u>Description</u>	<u>Takeoff Qty</u>		<u>Unit Cost</u>	<u>Amount</u>
33700.00	Site Electric				
33700.010	Conduit	320.00	If	50.00 /lf	16,000
33700.010	Conduit	250.00	If	50.00 /lf	12,500
	Site Electric				39,890
	Site Utilities				1,141,240
	33 Utilties			14.547/sf	1,141,240
	78,454.00 sf				

Estimate Totals

Description	Amount	Totals	Rate
Total		15,494,574	

Build Every Day

A faint, light-orange line drawing of a construction hard hat is positioned in the upper right corner. Below it, a stylized corner of a building with a hatched texture is visible. The entire background is a solid orange color.

RESOLUTION NO. 62-2025

A RESOLUTION AUTHORIZING THE SALE OF SURPLUS PUBLIC WORKS EQUIPMENT ON GOVDEALS AUCTION SITE.

WHEREAS, the Department of Public Works has identified certain equipment that is no longer used or needed for municipal operations; and

WHEREAS, GovDeals provides an online platform that allows government entities to sell excess, obsolete, or unused items to the public; and

WHEREAS, all items listed for sale will be sold “as is” and with no reserve.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby authorizes the sale of surplus Public Works equipment, listed on “Exhibit A” attached hereto and made a part hereof, on GovDeals, with all items sold “as is” and with no reserve, and to take all necessary actions to complete the sale in accordance with City policy.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

"Exhibit A" Res. No. 62-2025

Name	Life Expectancy	Year purchased	Replacement Year	Age of Item	VIN#
International 2554 6x4 (Vac Truck)	20 years	1999	2019	26	1HTGCADT1XH677718
International 7400 (Tandem Dump Truck)	15 years	2008	2023	17	1HTWHAZT78J657005
International (Dump Truck)	15 years	2002	2014	23	1HTWDAAR22J041800
Cronkite Trailer (tri-axle)	15 years	1985	2000	40	96685
Cronkite Trailer (skid steerer)	15 years	2000	2015	25	4732626Y1101195
Ford 7740 (Motrim)	15 years	1993	2008	32	BD43028
Woods BW180 (Batwing Mower)	12 years	2000??	2012	25	923065
Bobcat 341 (mini excavator)	12 years	2006	2013	19	234713437
Exmark (walk behind mower)	5 years	2010	2015	15	725844
WAP (Arrow Board)	15 years				1P91G101XCG301147
Solar Tech (Arrow Board)	15 years				4GM1A091XY1518493
Bobcat LR6B (Landscape Rake)	12 years	2010??	2022	15	63003879
Bobcat T190 (Skid Steerer)	12 years	2008	2020	17	531660315
Cronkite Trailer (skid steerer)	15 years	1999	2014	26	1277
Dura Box Hot Box (asphalt)	10 years	2009	2019	16	1D9SB14269P441005
Brushcat Attachment 60					467201220
Trencher Attachment LT304					690900416
V Box					
International 4700 (sign truck)	15 years	1999	2014	26	1HTSLAAM5YH224727
Trash pumps					
Roller trailer					
Fuel tanks					
Push mowers					
tar tank					
skid loader broom					
misc equipment					
various oil/air filters					
old traffic lights					
Stanley GT18B02 (hydraulic unit)	20 years	2009	2029	16	112309009
Sullair 185 (air compressor)	20 years	2000	2020	25	004-131495
Jumping Jack					
Stihl saws					
pressure washers					
tap machine					

RESOLUTION NO. 63-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF MONROE AND MAJORS ENTERPRISES, INC. FOR THE REPLACEMENT OF THE EXISTING PRESSURE-REDUCING VALVE FACILITY LOCATED AT THE NORTHWEST CORNER OF TODHUNTER ROAD AND HOLMAN DRIVE.

WHEREAS, after advertisement and receipt of bids for the replacement of the existing pressure-reducing valve facility project, it was determined that Majors Enterprises, Inc. was the lowest and/or best bid.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: After advertising and bidding, the bid submitted by Majors Enterprises, Inc. is hereby accepted and determined to be the lowest and/or best bid for the replacement of the existing pressure-reducing valve facility located at the northwest corner of Todhunter Road and Holman Drive.

SECTION 2: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and Majors Enterprises, Inc. for the replacement of the existing pressure-reducing valve facility located at the northwest corner of Todhunter Road and Holman Drive in an amount not to exceed \$393,809 pursuant to the terms and conditions set forth in the bid specifications submitted on October 3, 2025.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



**Todhunter Road PRV
2025-OPWC-01
OPWC PID CJ19AC**

October 3, 2025, 2025

PREPARED BY THE CITY OF MONROE

233 S MAIN STREET MONROE, OHIO 45050

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This Document is a service instrument of the CITY OF MONROE, OHIO and is to be used only in conjunction with this project.



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Notice to Bidders

PRESSURE REDUCING VALVE REMOVAL AND REPLACEMENT

Todhunter Road at Holman Drive, City of Monroe, Butler County, Ohio

Project ID: OPWC CJ19AC

Prepared for: City of Monroe Public Works Department

Prepared by: Jones Warner Consultants, Inc.

Date: October 3, 2025

PROJECT OVERVIEW

The City of Monroe Public Works Department is replacing the existing pressure-reducing valve facility located at the northwest corner of Todhunter Road and Holman Drive. The current vault and equipment have reached the end of their service life and no longer meet the city's operational needs for reliable water pressure management in this distribution zone. This project will thoroughly remove the existing PRV vault and all associated piping and construct a new, modern facility to provide better pressure control and remote monitoring capabilities.

The new facility will feature a cast-in-place concrete vault housing dual pressure-reducing valves sized to handle the varying flow demands in this section of the water system. The installation includes modern SCADA telemetry equipment, allowing water department staff to monitor valve performance and system pressures remotely, improving response times for maintenance and operational adjustments. The project also incorporates updated safety features and access provisions that meet current OSHA standards for confined space entry. Existing electric service is on-site but will need to be relocated in closer proximity to the new vault. This will include a new weatherproof 125-amp panel, breakers, outlets, and an equipment rack as noted in the construction drawings.

Construction will require excavating the existing vault area and installing new connecting piping to tie into the existing 12-inch water main. The work also includes modifications to the pipeline alignment with new directional fittings to optimize flow characteristics through the valve station. Site restoration will return the area to its original condition with new pavement, topsoil, and seeding as required.

PROJECT SCOPE

This project completely replaces water pressure regulation infrastructure connecting the city's eastern and western pressure zones. Work includes demolition of existing facilities, excavation and construction of a new valve vault, installation of pressure-reducing equipment, electrical service for monitoring systems, and complete site restoration. The new facility will provide the city with improved operational control and monitoring capabilities while ensuring reliable water pressure management for the surrounding distribution system.

ELECTRICAL SCOPE

The work consists of relocating and modifying the existing 100-amp electrical service. Activities include disconnecting and moving the electric meter, service, and breaker panel as required to facilitate construction. The contractor shall coordinate with Duke Energy to arrange for the disconnection of the electrical service prior to the start of work.

Upon completion of construction, the contractor shall provide and install a new supporting structure, breaker panel, and meter base. The supporting structure must be constructed entirely of metal and rated for outdoor weather conditions. The contractor shall reconnect and re-energize the electrical service on this new structure. All electrical components must be furnished and installed by the contractor to provide a complete and fully functioning service.

Interior electrical work within the vault shall include the installation of electrical outlets to support sump pump and

SCADA RTU operation, a weather-rated light fixture, and a light switch. All circuits must be properly sized and installed in compliance with applicable electrical codes.

All work must be performed in accordance with applicable codes, utility requirements, and inspection standards. The contractor is solely responsible for securing and coordinating all required permits, inspections, and approvals. Necessary electrical permits and inspections must be obtained through the City of Monroe's Development Department.

CONSTRUCTION CONSIDERATIONS

The project requires coordination with the Ohio Utilities Protection Service and implementation of traffic control measures during construction. Work will be scheduled to minimize disruptions to water service in the area, with temporary service arrangements as needed. All construction activities will follow City of Monroe standards and specifications, with particular attention to proper backfill and compaction procedures around the new vault structure and connecting piping.

PROJECT FUNDING & COMPLIANCE

This project is funded through a partnership between the Ohio Public Works Commission (OPWC Project ID: CJ19AC) and the City of Monroe, with the state providing financial assistance for this essential water infrastructure improvement. The project contract includes comprehensive OPWC compliance requirements that ensure adherence to state standards for publicly funded construction projects.

Key Compliance Requirements:

- **Prevailing Wage Standards:** All contractors and subcontractors must comply with Ohio Prevailing Wage Laws per Ohio Revised Code Chapter 4115, with certified payroll reporting requirements and posting of wage schedules on-site.
- **Equal Employment Opportunity:** Contractors must maintain a valid Certificate of Compliance from the Ohio Department of Development and implement affirmative action programs as specified in Ohio Administrative Code Chapters 123:2-3 through 123:2-11.
- **Ohio Preference:** Priority use of Ohio products, materials, services, and labor in accordance with Ohio Revised Code Section 164.05(A)(6).
- **Steel Products:** Compliance with domestic steel use requirements per Ohio Revised Code Section 153.011.
- **Workers' Compensation:** Maintain valid Ohio workers' compensation coverage and enroll in the Drug-Free Workplace Program per Ohio Revised Code Section 153.03.

The contract incorporates state-mandated reporting procedures, quality assurance measures, and documentation standards that ensure proper stewardship of public funds while delivering a high-quality infrastructure improvement that will serve the community for decades.

Note: Where conflicts exist between OPWC requirements and City of Monroe requirements, OPWC requirements shall take precedence.

1. STEEL PRODUCTS MADE IN THE UNITED STATES

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

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

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

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

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

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

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

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

3. UNRESOLVED FINDING FOR RECOVERY

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

4. OHIO WORKERS' COMPENSATION COVERAGE

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

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

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

5. DRUG-FREE WORKPLACE PROGRAM

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

6. OHIO PREFERENCE

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

7. BID GUARANTY

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

8. OHIO ETHICS LAW

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

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

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

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

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

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

>>> Does this bidder have a valid Certificate of Compliance? ____Yes ____No

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

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

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

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

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

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

BIDDER'S EEO COVENANTS:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations, and applicable orders of the Department of Development.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the Department of Development and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the Department of Development and any of the State of Ohio officials and agencies in this regard, both before and during construction.

- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the Department of Development pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the Department of Development for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Contracting Agency by the 10th of each month.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the Department of Development, or as otherwise provided by law. If its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio because of said breach.
- (8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the Department of Development issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor, or other party because of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

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

BIDDER'S CERTIFICATION:

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

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



Advertisement for Bids

CITY OF MONROE, OHIO 00 11 13- ADVERTISEMENT FOR BIDS

Todhunter PRV – OPWC CJ19AC

Sealed bids will be received by:

City of Monroe Public Works
1000 Holman Ave
Monroe, Ohio 45050

Bid Due: October 3, 2025, 10:00 AM

Bids will be opened and read aloud at the address and time listed above for the following Project:

Project Number: 2025-OPWC-01

Project Name: Todhunter PRV

Project Address: Todhunter Road and Holman Drive

in accordance with the Contract Documents prepared by:

Company Name: JWCI, Inc.
Company Address: 8401 Claude Thomas Road, Suite 51, Franklin, Ohio 45005
Contact Name: Greg Miller
Email: gmiller@joneswarner@gmail.com

Contract Documents are ONLY available electronically by emailing [Engineering at \[Engineering@monroeohio.org\]\(mailto:Engineering@monroeohio.org\)](mailto:Engineering@monroeohio.org). No fees apply to obtaining these documents.

- Bids shall be submitted in sealed envelopes, properly identified with the bidder's name, contract number, bid opening date and a statement that it is a sealed bid covering the services for which the bid is submitted. Bids shall be addressed to the Monroe Department of Public Works, 1000 Holman Avenue, Monroe, Ohio 45050.
- Prevailing Wage rates and Equal Employment Opportunity requirements are applicable to this Project.
- Bids must be accompanied by a Bid Security made payable to the City of Monroe in the amount of 10% of the Bidder's maximum Bid price per ORC 153.57.
- The City of Monroe, Ohio reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems most advantageous to the City. All Bids shall remain subject to acceptance for up to 60 days after opening receiving Bids.

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following locations:

The Builder's Exchange, Inc. (Dayton)
2077 Embury Park Rd, Dayton, OH 45414
Phone: (937) 278-5723
Contact: John Grandetti (Do NOT send documents)
Email: jgrandetti@bxohio.com
Website: www.bxohio.com

Cincinnati Builders Exchange
4350 Glendale-Milford Rd, Ste 120, Cinti, OH 45242
Phone: (513) 769-4800 Ext 203
Contact: Ashley Grandetti
Email: agrandetti@bxohio.com
Website: www.bxohio.com

END OF DOCUMENT



Instructions to Bidders

CITY OF MONROE, OHIO 00 21 13 – Instruction to Bidders

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ARTICLE 1 - GENERAL INSTRUCTIONS

1.1 Applicable Law and Forum

1.1.1 The rights of any Bidder or any party to a subsequent Contract shall be governed by the laws of the City of Monroe, Ohio, State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding related to the Bid or any subsequent Contract. The Bidder irrevocably consents to such jurisdiction.

1.2 Project Scheduling and Coordination

1.2.1 When the Contract Documents refer to a period of time by a number of days, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted, and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday.

1.2.2 The time for completion of the Project indicated on the **Bid Form** is the time for Substantial Completion applicable to the Bidder.

1.2.3 The City of Monroe may assign all or any portion of its interest in a Contract with one or more of the successful Bidders to another successful Bidder as an agreed condition for an award of the Contract for the respective Bid. The assignment may include, without limitation, the duty to schedule, coordinate, and administer the Contract.

1.2.4 The Contractor is responsible for scheduling the Project, coordinating the Subcontractors, and providing other services identified in the Contract Documents.

1.2.5 By submitting its Bid, the Bidder indicates its understanding that the Contract Sum, based on its Bid and as amended by Change Orders, includes all costs that the Contracting Authority owes the Bidder.

1.3 Written Notice

1.3.1 Notice under the Contract Documents shall be validly given if:

1.3.1.1 delivered personally to a member of the organization for whom the notice is intended;

1.3.1.2 delivered, or sent by registered or certified mail, to the last known business address of the organization; or

1.3.1.3 sent by facsimile, email, or web-based project management software, provided the original signed document is delivered within 3 business days after the date of the electronic transmission.

1.3.2 Notices provided to one Project Participant from another shall be simultaneously copied to the prospective Bidders, the Owner, the Contracting Authority, and the A/E.

ARTICLE 2 - BIDDING PROCEDURES

2.1 Examination of Contract Documents and the Site

2.1.1 Before submitting a Bid, the Bidder shall examine all Contract Documents, including, but not limited to, the Drawings, Specifications, and Addenda for all divisions of Work for the Project, noting in particular all requirements that may affect its Work in anyway.

2.1.2 The Bidder's failure to become acquainted with the extent and nature of the Work required to complete any portion of the Work in conformity with the requirements of the Contract Documents shall not be a basis for additional compensation.

2.1.3 Before submitting a Bid, the Bidder should not only examine and evaluate the Site and related Project conditions where the Work will be performed, but shall also consider when the Work will be performed including, but not limited to, the following:

2.1.3.1 the condition, layout, and nature of the Site and surrounding area;

2.1.3.2 the availability and cost of labor;

2.1.3.3 the availability and cost of materials, supplies, and equipment;

2.1.3.4 the cost of temporary utilities required in the Bid;

2.1.3.5 the cost of any permit or license required by a local or regional authority having jurisdiction over the Project;

- 2.1.3.6** the usual weather conditions of the Project location;
- 2.1.3.7** conditions bearing upon transportation, disposal, handling, and storage of equipment, materials, and waste; and
- 2.1.3.8** subsurface and concealed physical conditions and related information provided in the Contract Documents.

2.2 Pre-Bid Meeting

- 2.2.1** The Bidder is encouraged to attend the pre-bid meeting. Where the A/E and the Owner will receive questions regarding the Contract Documents. If not given in Document 00 11 13 – Advertisement for Bid, the A/E shall issue a notice of the time and place of any pre-bid meeting to each registered Plan Holder.
- 2.2.2** The A/E shall prepare minutes of the pre-bid meeting for the Project record. If questions raised by the prospective Bidders require changes to, or clarifications of, the Contract Documents, the A/E shall issue the changes by written Addendum, along with a list of pre-bid meeting attendees.
- 2.2.3** Additional compensation shall not be based upon the Bidder's failure to attend the pre-bid meeting, which results in the Bidder's incomplete knowledge and familiarity of the Project requirements.

2.3 Request for Interpretation

- 2.3.1** If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy within the Contract Documents, including the Drawings, Specifications, and Addenda, or between any of the Contract Documents and Applicable Law, the Bidder shall submit a written Request for Interpretation ("RFI") to the A/E for an interpretation or clarification.
 - 2.3.1.1** The Bidder is responsible for prompt delivery of the RFI.
 - 2.3.1.2** The A/E shall respond to RFIs received more than 7 days before the bid opening.
 - 2.3.1.3** The Bidder shall submit the RFI on or before September 26, 2025
- 2.3.2** The A/E shall issue Addenda in response to RFIs that modify or clarify the Contract Documents. Any Addenda issued within 72 hours before any bid opening (excluding Saturdays, Sundays, and legal holidays) shall extend the bid opening date by 7 days pursuant to **Section 3.3.1**.
 - 2.3.2.1** The Addenda may be delivered via facsimile or e-mail, posted to a web or FTP site, or otherwise furnished to each registered Plan Holder.
- 2.3.3** Any interpretation or clarification of the Contract Documents made by any Person other than the A/E, in any manner other than a written Addendum, shall not be binding, and the Bidder shall not rely upon the interpretation or clarification.
- 2.3.4** The successful Bidder shall not be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents or proposed Contract Documents, or assumed conditions regarding the nature, extent, or character of the Work, if the Bidder did not submit a related RFI prior to the bid opening.

2.4 Substitutions and "Or Equal" Items

- 2.4.1** If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture, or item other than the Basis of Design or Acceptable Components named in the Specifications, the Bidder shall certify that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified.
 - 2.4.1.1** If approval of a Substitution requires changes to the Contract Documents or affects the work of other trades, the Bidder is responsible for the additional costs, including, but not limited to, changes to the design by the A/E.
- 2.4.2** The Bidder shall submit its request for Substitution to the A/E for review and approval, which must include:
 - 2.4.2.1** the name and complete description of the proposed Substitution, including Drawings, performance and test data, and other information necessary for a complete evaluation; and
 - 2.4.2.2** a statement setting forth any changes that the Proposed Substitution will require in the Contract Documents or the Project.

2.5 Bid Form

2.5.1 Each Bid shall be submitted on the **Bid Form** and sealed in an envelope clearly marked as containing a Bid, indicating the Contracting Authority's Project number and name, and the date and time of the bid opening on the envelope. Refer to **Section 3.1.2** for requirements related to envelope markings.

2.5.1.1 Any change, alteration, omission, or addition in the wording of the **Bid Form** shall cause the Bid to be rejected as non-responsive.

2.5.1.2 All pages of the **Bid Form**, including a completed "Bidder Affirmation and Disclosure" page acknowledging that the Bidder affirms, understands, and will abide by the requirements of Executive Order 2019-12D. Failure to do so may cause the Bid to be rejected as non-responsive.

.1 If the names, locations, and service locations of Subcontractors are not known at the time of the Bid Opening, the Bidder must provide the information requested with its **Subcontractor and Material Supplier Declaration** form.

2.5.2 Unless the Bidder withdraws the Bid as provided in **Article 4**, the Bidder is required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.

2.5.3 The Bidder shall fill in all relevant blank spaces on the **Bid Form** by printing in ink or by typewriting, and not in pencil.

2.5.3.1 The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions, or misspellings of words shall not render the words ambiguous.

2.5.3.2 The Bidder shall initial alteration or erasure of items filled in on the **Bid Form**.

2.5.4 If the Bidder is a corporation, partnership, or sole proprietorship, an officer, partner, or principal of the Bidder shall print or type the legal name of the Bidder on the line provided and sign the **Bid Form**. If the Bidder is a joint venture, an officer, partner, or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the **Bid Form** on behalf of that member. All signatures must be original.

2.6 Allowances

2.6.1 If Allowances are provided on the **Bid Form**, the amount of each Allowance shall be included in the Base Bid amount. Allowances shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the amount of the Allowance and the actual cost of the related Work provided. Allowances shall not include the Contractor's Fee.

2.7 Unit Prices

2.7.1 If Unit Prices are requested on the **Bid Form**, the amount of the scheduled quantities shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the **Bid Form** and the actual quantities provided.

2.7.2 Unit Prices shall include all materials, equipment, labor, delivery, installation, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. Unit Prices shall not include the Contractor's Fee on account of the associated Unit Price Work. The Bidder shall submit Unit Prices for all items listed.

Alternates

2.7.3 If an Alternate is listed on the **Bid Form**, the Bidder shall fill in the applicable blank with an increased or decreased bid amount and indicate which by circling the word "ADD" or the word "DEDUCT" as applicable. The Contracting Authority reserves the right to accept or reject any or all bid amounts for Alternates, in whole or in part, and in any order.

2.7.3.1 If no change in the bid amount is required, indicate "No Change" or "\$0."

2.7.3.2 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry on any Alternate shall cause the Bid to be rejected as non-responsive if that Alternate is selected.

2.7.3.3 Failure to indicate a negative number by circling "DEDUCT," preceding the number by a minus sign, or

enclosing the number in parentheses will indicate the Bidder's intent to increase the Base Bid by the amount entered in the applicable blank.

2.7.3.4 If an Alternate is not selected, an entry as listed in **Section 2.9.1.2** on that Alternate shall not, by itself, render a Bid non-responsive.

2.8 Submittals with Bid Form

2.8.1 The Contracting Authority shall reject a Bid as non-responsive if the Bidder fails to submit the following with the Bid Form in a sealed envelope:

2.8.1.1 A Bid Guaranty as provided in **Article 5**, meeting the requirements of Ohio Revised Code ("ORC") Sections 153.54 and 153.571.

2.8.2 If the apparent low Bidder does not submit a valid Power of Attorney of the agent signing for the Surety with its Bid, the Contracting Authority shall direct the apparent low Bidder to deliver a valid and appropriate Power of Attorney to the Contracting Authority within a period determined by the Contracting Authority. The Contracting Authority shall not enter into a Contract without a valid Power of Attorney.

2.8.3 The Bidder is encouraged to submit background information with its Bid using the **Bidder's Qualifications** form and including, but not limited to, the information listed in this **Section 2.10**. If the apparent low Bidder does not submit the Bidder's Qualifications form and related information with its Bid, the Bidder shall provide it upon request in accordance with Section 3.5.4, including but limited to:

2.8.3.1 the overall experience of the Bidder, including number of years in business under present and former business names;

2.8.3.2 a complete listing of all the Bidder's ongoing construction projects and a listing of construction projects which are similar in cost and type to the Project completed by the Bidder in the last 5 years. Include information of the scope of work and value of each contract, a description of Encouraging Diversity Growth and Equity ("EDGE") participation and performance, and a project name/contact Person/address/phone number for the owner and the architect or engineer for each project;

2.8.3.3 a Certificate of Compliance with Affirmative Action Programs, issued pursuant to ORC Section 9.47, by the Equal Opportunity Coordinator of the Department of Administrative Services;

2.8.3.4 a complete listing of Affirmative Action and EDGE program violations in the last 5 years;

2.8.3.5 a complete listing of Prevailing Wage, EPA, OSHA, or other regulatory entity issues or violations in the last 5 years;

2.8.3.6 a complete listing of judgments, claims, arbitration proceedings or suits pending or outstanding in the last 5 years;

2.8.3.7 a complete listing of Drug-Free Workplace Program and Drug-Free Safety Program ("DFSP") violations in the last 5 years;

2.8.3.8 upon request of the Contracting Authority, the apparent low Bidder shall submit the following information, which is not a public record under ORC Section 149.43; and shall remain confidential, except under proper order of a court:

.1 an annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking; or

.2 a financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking.

2.8.3.9 a description of the Bidder's relevant facilities and major equipment, whether leased or owned;

2.8.3.10 a description of the management experience of the Bidder's project manager(s) and superintendent(s) and a comprehensive resume for each;

2.8.3.11 to support a Bond, a current and signed Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business as a surety in Ohio;

2.8.3.12 a current Ohio Workers' Compensation Certificate;

2.8.3.13 if the Bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State; or, if the Bidder is a foreign person or partnership, evidence that the

Bidder filed, with the Ohio Secretary of State, a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive;

2.8.3.14 evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the Ohio Bureau of Workers' Compensation ("OBWC"); and

2.8.3.15 any other data or information which the A/E may request concerning the responsibility of the Bidder, including a complete list of major Subcontractors with an estimated contract value of \$200,000 or more, which the Bidder proposes to employ on the Project.

2.9 Changes in the Bid Amount

2.9.1 Any change to a previously submitted Bid shall be in writing and received by the Contracting Authority before the time scheduled for the bid opening.

2.9.2 Changes shall provide an amount to be added to, or subtracted from, the bid amount, so that the final bid amount may be determined only after the sealed envelope is opened.

2.9.3 If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the

2.9.4 Contracting Authority may, in its sole discretion, reject the Bid as non-responsive.

ARTICLE 3 - BID OPENING AND EVALUATION

3.1 Delivery of Bid

3.1.1 The Bidder shall submit its Bid to the Contracting Authority at the location indicated in **Document 00 10 00 - Solicitation** prior to the time scheduled for the bid opening.

3.1.2 If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall also be clearly marked as containing a Bid with the Project name and Project number, construction trade of the Bid, and the date and time of the bid opening shown on the envelope.

3.1.3 Bids that arrive at the location designated in **Document 00 10 00 - Solicitation** after the time set for the bid opening shall not be opened or considered.

3.2 Bid Opening

3.2.1 Sealed Bids shall be received at the location designated in **Document 00 10 00 - Solicitation** until the time stated when all Bids shall be opened, read aloud, and the tabulation made public.

3.2.2 The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

3.2.3 The contents of the bid envelope are public records and open for inspection, upon request, at any time after the bid opening, except for any information that is not defined as a public record under Ohio law.

3.3 Bid Opening Extension

3.3.1 If an Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall be extended 7 days. If the Contracting Authority approves, the bid opening may be extended for more than 7 days, and consideration for additional advertising may be recommended.

3.3.2 As part of issuing any Addendum earlier than 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, only the Contracting Authority may approve a revised bid opening date or additional advertising.

3.4 Bid Evaluation Criteria

3.4.1 The Contracting Authority reserves the right to accept or reject any or all Bids, in whole or in part, and reserves the right to award the Contract to any remaining Bidder the Contracting Authority determines, in its sole discretion, to have submitted the lowest responsive and responsible Bid.

3.4.2 The Contracting Authority reserves the right to accept or reject any or all Alternates and Unit Prices. Alternates and Unit Prices may be accepted or rejected in any order. In the event of an error in the Unit Pricing, the listed Unit Price will be considered correct and the Bid determined from these Unit Prices.

3.4.3 If any Bidder has engaged in collusive bidding, the Contracting Authority shall reject that Bidder's Bid as non-responsible for the Contract. A collusive bidder may also be debarred from future State Contracts.

3.4.4 The Contracting Authority reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the bid amount, or otherwise give the Bidder a competitive advantage. Noncompliance with any material requirements of the Contract Documents shall cause a Bid to be rejected as non-responsive.

3.4.5 If, in the opinion of the Owner, the award of the Contract to the lowest Bidder is not in the best interest of the State, with the written consent of the Contracting Authority, the Owner may accept, in its discretion, another Bid so opened, or the Contracting Authority may reject all Bids and advertise for other Bids. The advertisement shall be for the period, in the form, and in the publications directed by the Contracting Authority.

3.5 Bid Evaluation Procedure

3.5.1 The Contract shall be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Contracting Authority, or all Bids may be rejected in accordance with Applicable Law.

3.5.1.1 In determining which Bid is the lowest, the Contracting Authority shall consider the Base Bid and the bid amounts for any Alternate, or Alternates, which the Owner decides, in its sole discretion, to accept.

3.5.1.2 The total of the bid amounts for the accepted Alternate(s) shall be added to, or deducted from, the Base Bid, as applicable, for determining the lowest Bidder.

3.5.1.3 If two Bidders submit the same bid amount and both are determined to be responsive and responsible, the Contracting Authority may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final.

3.5.1.4 If one of the Bidders refuses to participate in, or fails to be present at, the flip of a coin, the remaining Bidder shall be selected.

3.5.2 A Bidder for a Contract shall be considered responsive if the Bidder's Bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents that would affect the amount of the Bid or otherwise give the Bidder a competitive advantage.

3.5.2.1 A Bid shall be rejected as non-responsive if the Bid contains a Bid Guaranty executed by a Surety not licensed in Ohio or a Bid Guaranty that is otherwise determined to be insufficient by the Contracting Authority.

3.5.2.2 The Bidder may be subject to a Pre-Award Affirmative Action Compliance Review pursuant to OAC Section 123:2-5-01 including a review of the Bidder's employment records and an on-site review.

3.5.2.2.1 The Bidder must submit the information requested no later than 10 days after receipt of the request.

Failure to timely respond to this request for records may result in the Bidder being found non-responsive.

3.5.2.3 If the lowest Bidder is non-responsive, the Bidder shall be notified according to **Section 3.6**.

3.5.3 In determining whether a Bidder is responsible, factors to be considered include, without limitation:

3.5.3.1 preferences required by law, where applicable;

3.5.3.2 the experience of the Bidder;

3.5.3.3 the financial condition of the Bidder;

3.5.3.4 the conduct and performance of the Bidder on previous Contracts, including compliance with Equal Employment Opportunity in the Construction Industry Administrative Rules, OSHA and Prevailing Wage laws, and demonstration of good faith effort to participate in the EDGE Business Development program, or actual participation in the EDGE Business Development program, or both, as indicated in the ORC and the Ohio Administrative Code;

3.5.3.5 the facilities of the Bidder;

3.5.3.6 the management skills of the Bidder, including the capability of the Bidder to construct and manage the entire Project, including but not limited to the plumbing, fire protection, heating, ventilating and air conditioning, and electrical branches or classes of the Work; and

3.5.3.7 the Bidder's ability to execute the Contract properly, including past performance of the Bidder and the Subcontractors that the Bidder proposes to use on the Project.

3.5.4 The A/E shall obtain from the lowest responsive Bidder any information the Contracting Authority determines

appropriate to consideration of factors showing responsibility. If the lowest responsive Bidder is responsible, the Contract shall be awarded to that Bidder, unless all Bids are rejected. The Bidder shall provide all requested information within 3 days of a request from the A/E, or a longer period, if the Contracting Authority consents in writing.

3.5.5 If the lowest responsive Bidder is not responsible, the Contracting Authority shall evaluate the next lowest Bidder according to the procedures set forth in this **Section 3.5** until the Contract is awarded, all Bids are rejected, or all responsive Bidders are determined to be not responsible.

3.6 Rejection of Bid

3.6.1 If the lowest Bidder is not responsive or responsible, the Contracting Authority shall reject the Bid and notify the Bidder in writing by Certified Mail of the finding and the reasons for the finding.

3.6.2 Ten Percent Rule.

3.6.2.1 If the lowest responsive and responsible Bid for the Contract, including the Base Bid and accepted Alternates if any, exceeds an amount 10 percent greater than the published Estimated Construction Cost for the Contract, the Contracting Authority reserves the right to consider the current market conditions and allow an exception to accept the lowest responsive and responsible Bid or reject all Bids.

3.6.3 A Bidder notified in accordance with **Section 3.6.1** may object to its rejection by filing a written protest, which must be received by the Contracting Authority within 5 days of the notification provided pursuant to **Section 3.6.1**.

3.6.4 Upon receipt of a timely protest, the Contracting Authority shall meet with the protesting Bidder to hear its objections. ORC Chapter 119 administrative hearing requirements are not applicable to the bid protest meeting.

3.6.4.1 No Contract award shall become final until after the Contracting Authority has met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Contracting Authority.

3.6.4.2 If all protests are rejected, the Contract shall be awarded to the lowest responsive and responsible Bidder, or all Bids shall be rejected.

3.7 Notice of Intent to Award

3.7.1 The Contracting Authority shall notify the apparent successful Bidder that upon satisfactory compliance with all condition's precedent for execution of the Contract, within the time specified, the Bidder shall be awarded the Contract.

3.7.2 The Contracting Authority reserves the right to rescind any Notice of Intent to Award if the Contracting Authority determines it issued the Notice of Intent to Award in error, or if the conditions precedent for execution of Contract set forth in **Article 6** are not met.

ARTICLE 4 - WITHDRAWAL OF BID

4.1 Withdrawal prior to Bid Opening

4.1.1 A Bidder may withdraw a Bid after the Contracting Authority receives the Bid, provided the Bidder makes a request in writing and the Contracting Authority receives the request prior to the time of the bid opening, as determined by the Contracting Authority.

4.2 Withdrawal after Bid Opening

4.2.1 The Bid shall remain valid and open for acceptance for a period of 60 days after the bid opening; provided, however, a Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the bid amount.

4.2.1.1 Notice of a request to withdraw a Bid shall be made in writing filed with the Contracting Authority within 2 business days after the bid opening. The Contracting Authority reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

4.2.1.2 No Bid may be withdrawn under **Section 4.2.1** which would result in awarding a Contract involving the same item on another Bid to the same Bidder.

4.2.2 If a Bidder withdraws its Bid under **Section 4.2.1**, the Contracting Authority may award the Contract to the next lowest responsive and responsible Bidder or reject all Bids and advertise for other Bids. In the event the Contracting Authority advertises for other Bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising, and printing and mailing of notices to prospective Bidders, if the Contracting Authority finds that these costs would not have been incurred but for the withdrawal.

4.2.3 A Bidder may withdraw the Bidder's Bid at any time after the 60-day period described in **Section 4.2.1** by giving written notice to the Contracting Authority.

4.3 Refusal to Accept Withdrawal

4.3.1 If the Contracting Authority contests the right of a Bidder to withdraw a Bid pursuant to **Section 4.2.1**, a hearing shall be held within 10 days after the bid opening and the Contracting Authority shall issue an order allowing or denying the claim of this right within 5 days after the hearing is concluded. The Contracting Authority shall give the withdrawing Bidder timely notice of the time and place of the hearing.

4.3.1.1 The Contracting Authority shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.3.1.2 Pursuant to ORC Section 119.12, the Bidder may appeal the order of the Contracting Authority required by **Section 4.3.1**.

4.4 Refusal to Perform

4.4.1 In the event the Contracting Authority denies the request for withdrawal and the Bidder refuses to perform the Contract, the Contracting Authority may reject all Bids or award the Contract to the next lowest responsive and responsible Bidder.

4.5 Effect of Withdrawal

4.5.1 A Bidder, who is permitted to withdraw a Bid under **Section 4.2.1**, shall not supply material or labor to, or perform a subcontract or other work for, the Person to whom the Contract is awarded; or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted; without the Contracting Authority's prior written consent.

ARTICLE 5 - BID GUARANTY AND BOND

5.1 Bid Guaranty

5.1.1 The Bidder shall submit a Bid Guaranty with the Bidder's Bid, payable to the Contracting Authority, in the form of either:

5.1.1.1 the signed **Document 00 43 13 - Bid Security Form** contained in the Contract Documents for the amount of the Base Bid plus all additive Alternates; or

5.1.1.2 a certified check, cashier's check, or letter of credit, for 10 percent of the Base Bid, plus all additive Alternates – a letter of credit shall expressly provide that it is revocable only by the Contracting Authority.

5.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Contracting Authority and shall serve as an assurance that upon acceptance of the Bid, the Bidder shall comply with all conditions precedent for Contract execution, within the time specified by the Contracting Authority.

5.1.3 If the blank line on the **Bid Security Form** is not filled in, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid plus all additive Alternates, stated in dollars and cents. A percentage is not acceptable. In the event the blank line is filled in for an amount less than the full amount of the Base Bid plus all additive alternates, the Bid shall be rejected as non-responsive.

5.1.4 An authorized agent must sign the **Bid Security Form**, and the Bidder shall provide a Power of Attorney from the Surety. A Surety authorized by the Ohio Department of Insurance to transact business in Ohio must issue the **Bid Security Form**.

5.1.5 The requirements of ORC Section 3901.86 may be applicable requiring an Ohio resident agent countersign the **Bid Security Form**. The Bidder shall determine the applicability of this provision.

5.1.6 Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to

unsuccessful Bidders 60 days after the bid opening. Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to the successful Bidder upon providing **Document 00 61 13 - Performance and Payment Bond Form** from a Surety satisfactory to the Contracting Authority.

5.2 Forfeiture of Bid Guaranty

5.2.1 If for any reason, other than as authorized by **Section 4.2.1** or **Section 5.3**, the Bidder fails to execute the Agreement, and the Contracting Authority awards the Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder:

5.2.1.1 The Bidder who failed to execute the Agreement is liable to the State for the difference between its Bid and the Bid of the next lowest responsive and responsible Bidder, or for a penal sum not to exceed ten percent of the bid amount, whichever is less.

5.2.2 If the Contracting Authority, then awards a Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder and that Bidder fails or refuses to execute the Agreement:

5.2.2.1 The liability of the lowest responsive and responsible Bidder shall be the difference between the bid amount of the lowest responsive and responsible Bidder and another Bidder which the Contracting Authority determines is the lowest responsive and responsible Bidder, except as provided in **Section 5.3**, but not in excess of the liability specified in **Section 4.2.2**.

5.2.2.2 The liability on account of an award to the lowest responsive and responsible Bidder beyond the third lowest responsive and responsible Bidder shall be determined in like manner.

5.2.3 If the Contracting Authority does not award the Contract to another Bidder under **Section 5.2.2**, but submits the Project for re-bidding:

5.2.3.1 The Bidder failing or refusing to execute the Agreement is liable to the State for a penal sum not to exceed 10 percent of the Bidder's bid amount or the costs in connection with the resubmission of printing new

5.2.3.2 Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, except as provided in **Section 5.3**.

5.3 Exception to Forfeiture

5.3.1 A Bidder for a Contract with the City of Monroe, Ohio costing less than \$500,000 may withdraw its Bid from consideration if its Bid for another Contract with the City of Monroe, Ohio for less than \$500,000 has already been accepted if:

5.3.1.1 the Bidder certifies in good faith that the total amount of its current contracts is less than \$500,000; and

5.3.1.2 the Bidder's Surety certifies in good faith that the Bidder is unable to perform the subsequent Contract because such performance would exceed the Bidder's bonding capacity.

5.3.2 If a Bid is withdrawn pursuant to **Section 5.3.1**:

5.3.2.1 the Contracting Authority may award the Contract to another Bidder which the Contracting Authority determines is the lowest responsive and responsible Bidder or reject all Bids and submit the Project for re-bidding; and

5.3.2.2 neither the withdrawing Bidder nor the Bidder's Surety shall be liable for the difference between the Bidder's Bid and that of the next lowest responsive and responsible Bidder for a penal sum, or for the costs of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders.

5.4 Bond

5.4.1 Prior to signing the Agreement, the Bidder shall provide the Bond required by law in form and substance satisfactory to the Contracting Authority, and from a Surety licensed to do business in the state of Ohio and satisfactory to the Contracting Authority.

5.4.1.1 If the Bidder provided **Document 00 43 13 - Bid Security Form**, described in **Section 5.1.1.1**, as its Bid Guaranty then that form shall be the Bond.

5.4.1.2 If the Bidder provided another form of Bid Guaranty, described in **Section 5.1.1.2**, then **Document 00 61 13 - Performance and Payment Bond Form**, described in **Section 5.1.6**, shall be the Bond.

5.4.1.3 The Bidder shall not be required to provide both forms described above.

5.4.2 The Bond must be in the full amount of the Contract to indemnify the State against all direct and consequential

damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the Plans, Specifications, details, and bills of material therefore and pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in performing and completing the Contract.

ARTICLE 6 - CONTRACT AWARD AND EXECUTION

6.1 Conditions Precedent for Execution of Contract

6.1.1 The successful Bidder must submit the items in this **Section 6.1** to the Contracting Authority before executing the Agreement.

6.1.2 Bond, and to support the Bond, a Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business in the state of Ohio.

6.1.3 Ohio Workers' Compensation Certificate

6.1.4 Certificate of Compliance with Affirmative Action Programs, issued by the Equal Opportunity Coordinator. The form must be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

6.1.5 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured or loss payee endorsement. The Contracting Authority reserves the right to request and receive a certified copy of the Contractor's insurance policies.

6.1.6 If a Bidder is a foreign corporation (e.g., not incorporated under the laws of Ohio) it must submit a Certificate of Good Standing from the Ohio Secretary of State showing the right of the Bidder to do business in the state of Ohio.

6.1.7 If a Bidder is an individual or partnership, nonresident of the State, it must submit a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive.

6.1.8 Evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the OBWC.

6.1.9 Required Notice of Unresolved Findings for Recovery.

6.1.9.1 By submitting its Bid, the Bidder warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. ORC Section 9.24 prohibits the State from awarding a Contract to any Bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. If the Contract is awarded to a Bidder subject to an unresolved finding for recovery under ORC Section 9.24, the Contract is void on its face and the Contractor shall immediately repay to the Owner any funds paid under the Contract.

6.1.10 Registered Apprentices – Supporting Documentation Required.

6.1.10.1 The Bidder shall provide evidence acceptable to the Contracting Authority of the registration of all apprentices who the Bidder or its Subcontractors intend to employ on the Project pursuant to ORC Section 4115.05.

6.1.11 If the Bidder is a joint venture, it must submit the executed agreement between the joint venturers describing the division of services/work and percentage of contract for each company, and a Power of Attorney which authorizes one or more individuals to bind the joint venture and each individual joint venturer to Contract Modifications.

6.2 Non-compliance with Conditions Precedent

6.2.1 The award of the Contract and execution of the Agreement require the Contractor to comply with:

6.2.1.1 all conditions precedent for execution of the Contract within 10 days of the date of the Notice of Intent to Award; and

6.2.1.2 the **Bidder's Qualifications** form, not previously provided within 3 business days of receiving the Contracting Authority's request.

6.2.2 Non-compliance with the conditions precedent for execution of the Contract as stated in **Section 6.1** within the timelines stated in **Section 6.2.1** following the date of the Notice of Intent to Award shall be sufficient cause to permit the

Contracting Authority to cancel the Notice of Intent to Award, for the Bidder's lack of responsibility and award the Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder; or the Contracting Authority may re-bid the Work at its sole discretion.

6.2.3 The Contracting Authority may extend the time for complying with the conditions precedent for execution of the Contract for good cause. The extension is not a waiver of the conditions precedent for execution of the Contract.

6.3 Time Limits

6.3.1 The Contracting Authority's failure to award the Contract and execute the Agreement within 90 days of the bid opening invalidates the entire bid process and all Bids submitted unless the time is extended by written consent of the apparent lowest responsive and responsible Bidder and the Contracting Authority.

6.3.1.1 If the Contracting Authority awards the Contract within 90 days of the bid opening, increases in material, labor, and subcontract costs shall be borne by the Bidder.

6.3.1.2 If failure to execute the Contract within 90 days of the bid opening is due to matters for which the City is solely responsible, the Contractor is entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, or subcontracts. This increase shall not exceed the difference in price between the successful Bidder and the price of the next lowest responsive and responsible Bidder.

6.3.1.3 If failure to execute the Contract within 90 days of the bid opening is due to matters for which the Contractor is responsible, the Contracting Authority shall not grant a request for increased costs.

6.4 Notice to Proceed

6.4.1 The Contracting Authority shall issue a Notice to Proceed to the Contractor, which establishes the date for commencement and the calendar days allocated for Substantial Completion. Within 10 days of the date of the Notice to Proceed, or other period as mutually agreed by the Contractor and the Contracting Authority, the Contractor shall furnish the following submittals to the A/E:

6.4.1.1 Schedule of Values;

6.4.1.2 preliminary schedule of Shop Drawings and other Submittals;

6.4.1.3 **Subcontractor and Material Supplier Declaration** form, with completed "Bidder Affirmation and Disclosure" forms acknowledging that the Contractor affirms, understands, and will abide by the requirements of Executive Order 2019-12D for Subcontractors that were not identified in the **Bid Form**;

6.4.1.4 qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each; and

6.4.1.5 evidence that an authorization agreement for automatic deposit of state warrants has been submitted to Ohio Shared Services using the electronic funds transfer form provided on the Internet at <http://supplier.ohio.gov>.

6.5 Prevailing Wage Rates

6.5.1 The Bidder shall base its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in ORC Sections 4115.03 through 4115.14. Refer to **Document 00 73 43 - Wage Rate Requirements** for related information and the Project's prevailing rates of wages with an appropriate ratio of registered apprentices.

6.5.2 The Bidder shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Bidder is responsible for compliance of its Subcontractors with prevailing wage requirements.

6.5.3 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator with a schedule of dates during the term of the Contract when the Contractor shall pay wages to its employees for the Project.

END OF SECTION



Contractor Bid and Post Bid Checklist

CITY OF MONROE, OHIO 00 21 14 Contractor Bid and Post Bid Checklist

PROJECT NUMBER: 2025-OPWC-01

PROJECT NAME: Todhunter PRV

Items required with bid
(Owner's checkmarks)

Items submitted with bid
(Bidder's INITIALS)

A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH BID IS MANDATORY CAUSE FOR REJECTION

- | | | |
|--------------------------|---|-------|
| ☐ | Bid Form (original) | _____ |
| ☐ | Bid Guaranty and Bond Form | _____ |
| ☐ | Bidder's Qualifications | _____ |
| ☐ | Non-Collusion Affidavit | _____ |
| ☐ | Non-Discrimination and Equal Opportunity Affidavit | _____ |
| ☐ | Contractor's Personal Property Tax Affidavit | _____ |
| ☐ | Delinquent Personal Property Tax Affidavit | _____ |
| ☐ | City Income Tax Affidavit | _____ |
| ☐ | Assurance of Examination and Inspection Waiver Form | _____ |

B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR TO AWARD OF CONTRACT

- | | | |
|--------------------------|--|-------|
| ☐ | Drug Free Program Certification | _____ |
| ☐ | Affidavit of Compliance Prevailing Wages | _____ |

THE UNDERSIGNED BIDDER HEREWIT H SUBMITS THE ABOVE REQUIRED DOCUMENTS .

PRINT OFFICIAL COMPANY NAME: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED
WITH ALL DOCUMENTS AT THE TIME OF BIDDING**



Bid Form

CITY OF MONROE, OHIO 00 41 13 - Bid Form

Sealed bids will be received by the **City of Monroe, Ohio, 1000 Holman Avenue, Monroe, Ohio 45050** at the offices of **City of Monroe Public Works**, until **October 3, 2025, 10:00 AM** for:

Todhunter PRV

2025-OPWC-01, OPWC PID CJ19AC

for the

City of Monroe, Ohio

The time for Substantial Completion of all Work is sixty (60) days consecutive days from the Notice to Proceed.

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number

Date Received

The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

Bid Package – GENERAL CONTRACT

ALLOWANCES (Include Allowance amounts in the Base Bid below. The Contractor's Fee and costs for unloading and handling on the Site, Labor, installation costs, and other expenses contemplated for the Allowances are included in the Base Bid and not in the Allowance.)

Base Bid

Base Description

ALL LABOR AND MATERIALS, for the sum of \$ _____

Sum in words: _____ and _____/100 dollars.

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Bid Tabulation Sheet

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City of Monroe
 Todhunter PRV
 2025-OPWC-01, OPWC Project ID CJ19AC

Item No.	Ref. No.	Description of Work	Unit of Measure	Item Quantity	Unit Price of Material	Unit Price of Labor	Scheduled Value
1	202	Pavement Removed	SY	21.00			
2	202	Pipe removed, 24" and under	LF	60.00			
3	202	Structure removed (ex. PRV Vault)	LS	1.00			
4	203	Excavation (new PRV Vault)	CY	108.00			
5	203	Embankment (fill void of ex. Vault)	CY	53.00			
6	204	Subgrade Compaction	SY	50.00			
7	304	Aggregate Base	CY	3.00			
8	441	1.25" Asphalt Concrete Surface course, Type 1 (448), PG 64-22	CY	0.75			
9	441	1.75" Asphalt Concrete intermediate course, Type 2 (448)	CY	1.00			
10	614	Maintenance of Traffic	LS	1.00			
11	623	Construction Layout Stakes and Surveying	LS	1.00			
12	624	Mobilization	LS	1.00			
13	638	12" Water Main, DI Pipe Ansi Class 53, including poly wrap and appurtenances	LF	30.00			
14	638	12" Cutting-in Sleeve (Connect to Ex. 12" Water Main)	EA	2.00			
15	659	Topsoil, 4"	CY	13.00			
16	823	Seeding and Mulching, Class 1	SY	122.00			
17	SPEC	Erosion Control (Silt Fence)	LF	100.00			

18	SPEC	Pressure Reducing Valve Vault & appurtenances, Per Plans, Complete in Place	LS	1.00			
19	SPEC	Aid to Construction, Electric to PRV Site and interior of Vault	LS	1.00			
20	SPEC	Aid to Construction, Radio Telemetry/SCADA	LS	1.00			
21	SPEC	Exploratory Dig (Contingency)	CY	10.00			

Total _____

**Contingency Item at Owner/Engineer's Discretion

10%
Contingency _____

BIDDER AFFIRMATION AND DISCLOSURE

Bidder acknowledges that by signing the Bid Form on the Bidder Signature and Information page, it affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal business location of Contractor:

Address

City, State, Zip

2. Location where services will be performed by Contractor:

Address

City, State, Zip

Locations where services will be performed by Subcontractors, if known at time of Bid Opening:

Address

City, State, Zip

Address

City, State, Zip

Address

City, State, Zip

3. Location where state data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

Address

City, State, Zip

Locations where state data will be stored, accessed, tested, maintained, or backed-up by Subcontractors, if known at time of Bid Opening:

Address

City, State, Zip

Address

City, State, Zip

Address

City, State, Zip

BIDDER'S CERTIFICATIONS

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: **(a)** the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; **(b)** unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; **(c)** no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
7. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies, and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
8. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in **Article 5** of the Instructions to Bidders.
9. The Bidder certifies that upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
10. The Bidder acknowledges that it read all of the **Instructions to Bidders**, and in particular, **Section 2.10** - Submittals

With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.

The Bidder agrees to furnish any information requested by the Contracting Authority or Architect/Engineer to evaluate the responsibility of the Bidder.

11. The Bidder agrees to furnish the submittals required by **Section 6.1** of the **Instructions to Bidders** for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
12. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner, or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided, and **sign the Bid Form**.
13. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and **sign the Bid Form**.
14. Bidder acknowledges that by signing the Bid Form on the following Bidder Signature and Information page that it is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
15. All signatures must be original.

-- remainder of page left blank intentionally --

BIDDER SIGNATURE AND INFORMATION

Bidder's Authorized Signature: _____

Please print or type the following:

Name of Bidder's Authorized Signatory _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Tax Identification Number: _____

Date enrolled in an OBWC-approved DFSP (month/date/year): _____/_____/_____

Contact person for Contract processing: _____

President's or Chief Executive Officer's Name / Title: _____

JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION

Joint Venture Bidder's Authorized Signature: _____

Please print or type the following:

Name of Joint Venture Bidder's Authorized Signatory _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Tax Identification Number: _____

Date enrolled in an OBWC-approved DFSP (month/date/year): _____/_____/_____

Contact person for Contract processing: _____

President's or Chief Executive Officer's Name / Title: _____

END OF DOCUMENT



Bid Guaranty and Bond Form

CITY OF MONROE, OHIO 00 43 13 - Bid Guaranty and Bond Form

(Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____, as Principal,
_____ and as
Sureties, are hereby held and firmly bound unto City of Monroe, State of Ohio, as Oblige, in the penal sum of the dollar amount
of the Bid submitted by the Principal to the Oblige on _____ (date) to
undertake the Project known as:

Project Number: 2025-OPWC-01

Project Name: Todhunter PRV

Contract Description: _____
(e.g., General Contractor/Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Oblige, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, 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 for the above referenced Project;

NOW, THEREFORE, if the Oblige accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Oblige the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Oblige may in good faith contract with the Bidder determined by the Oblige to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Oblige does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Oblige the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Oblige against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers 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 Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Oblige 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, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this _____ day of _____, _____.

PRINCIPAL:

SURETY:

Signature

Signature

By: _____
Name

By: _____
Attorney-in-Fact

Title

SURETY INFORMATION:

SURETY AGENT'S INFORMATION:

Name

Name

Address 1

Address 1

Address 2

Address 2

City State Zip

City State Zip

Telephone

Telephone

Email

Email

END OF DOCUMENT



Bidders Qualifications

CITY OF MONROE, OHIO 00 45 13 - Bidder's Qualifications

Project Number: 2025-OPWC-01

Project Name: Todhunter PRV

1. Company Name: _____

Physical Address: _____

Street, Building, Unit

City, State, Zip

Mailing Address (if different): _____

P.O. Box

City, State, Zip

Telephone Number (w/ Area Code): (_____) _____

Fax Number (w/ Area Code): (_____) _____

Email address: _____

2. **Overall Experience.** Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under present and former business names.

3. **Financial.** The apparent low Bidder shall submit, upon request of the Contracting Authority, either:

- a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
- b) A financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

4. **Facilities & Equipment.** Indicate Bidder's relevant facilities and major equipment (leased or owned).

5. **Ongoing & Relevant Projects.** List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, a description of EDGE participation and performance, and project name/contact person/address/phone number for each owner and the architect or engineer for each project.

6. **Regulatory / Contractual.** Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.

a) State or federal Prevailing Wage violations or judgments

b) Contract abandonment, contract termination, as either a prime- or sub-contractor, or Surety takeover

c) Debarment by state, federal, or local jurisdictions

d) EPA/OSHA violations

e) Liquidated damages and Statutory Delay Forfeiture assessed

f) Drug-Free Safety Program and Drug Free Workplace Program violations

7. Management. Identify individuals assigned to this Project.

Principal _____ Years with firm _____ Total Exp. _____

Project Manager _____ Years with firm _____ Total Exp. _____

Field Superintendent _____ Years with firm _____ Total Exp. _____

8. Certification. I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name _____

Authorized Official (please print or type) _____

Signature of Authorized Official _____ Date _____

END OF DOCUMENT



Non- Collusion Affidavit

CITY OF MONROE, OHIO 00 46 00 – Non-Collusion Affidavit

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE CITY OF MONROE.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients, or contractors, INCLUDING ANY MEMBER OF THE CITY OF MONROE.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE CITY OF MONROE have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE CITY OF MONROE have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE CITY OF MONROE, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this _____ day of _____, 20 _____

(Notary Public),

_____ County.

My commission expires _____, 20 _____



Non- Discrimination & Equal Employment Opportunity Affidavit

Non-Discrimination & Equal Employment Opportunity Affidavit

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she is
Name

_____ of _____
Title Company

the party that made the foregoing Proposal; that such party as Bidder does not and shall not discriminate against any employee or Bidder for employment because of race, religion, color, sex or national origin. If awarded the Proposal and contract under this Proposal, said party shall take affirmative action to insure that Bidders are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best Bidder under the foregoing Proposal this party shall post non-discrimination notices in conspicuous places available to employees and Bidders for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful Bidder by the owner.

Affiant Signature Date

Affiant Title

Company/Corporations

Address

City/State/Zip Code

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

Notary

Seal)

My Commission Expires: _____



Contractor's Personal Property Tax Affidavit

CITY OF MONROE, OHIO 00 62 46
Contractor's Personal Property Tax Affidavit

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this _____ day of _____, 20____,

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

City of Monroe, Ohio Amount (includes total amount due, plus penalties and interest thereon)

\$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in the City of Monroe, Ohio.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this _____ day of _____, 20__.

(Notary Public)

My commission expires

_____, 20__



Delinquent Personal Property Tax Affidavit

CITY OF MONROE, OHIO 00 62 47
Delinquent Personal Property Tax Affidavit

State of Ohio }
County of _____ } SS.

The undersigned individual, or duly authorized representative of the identified company, having been first duly cautioned and sworn, alleges and states that said individual or company has been advised that he has, or it has received a Notice of Intent to Award a Contract(s) let by competitive bid by _____, on behalf of the State of Ohio under Section 3318.10, ORC, but prior to the execution of said Contract(s), and pursuant to Section 5719.042, ORC, provides this statement to the Treasurer under oath that he or it was not charged, on the date the Bid(s) was submitted, with any delinquent personal property taxes on the general tax list of personal property of _____ County, Ohio, or that he or it is so charged in the following amount:

Delinquent Tax: _____
Penalties and interest due and unpaid: _____
Total (if none, indicate "NONE") _____

A copy of this sworn statement will be attached to and incorporated into the Contract(s) for this Project which shall enable payments to be made under said Contract(s).

By: _____ Date: _____
Company: _____
Project: _____

Sworn to and executed before me this _____ day of _____, _____

Notary Public
My commission expires: _____

END OF DOCUMENT



City Income Tax Affidavit

CITY OF MONROE, OHIO 00 62 48
City Income Tax Affidavit

STATE OF OHIO SS
COUNTY OF Butler

_____ being first duly sworn deposes and says as follows:
(Name)

1. That he holds the office of _____ in the
 (Title)
 _____, which
 Company duly executed a contract with the City of
 Monroe, Ohio, under date of

2. That said Company has complied in all respects with the City of Monroe,
 Ohio, Income Tax Ordinances and Regulations, as the same pertain to said
 construction project;
3. More affiant sayeth not.

(Authorized Signature)

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

(Notary Public)

SEAL



Assurance of Examination and Inspection Waiver Form

CITY OF MONROE, OHIO 00 21 15 ASSURANCE OF EXAMINATION AND INSPECTION WAIVER FORM

PROJECT NUMBER: 2025-OPWC-01

PROJECT NAME: Todhunter PRV

The undersigned declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

PRINT COMPANY NAME: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____



Drug Free Safety Program Certification

CITY OF MONROE, OHIO 00 70 00 Drug Free Safety Program Certification

Project Name and Location: Todhunter PRV, Todhunter Road and Holman Drive

Contractor Name: _____

The above referenced Contractor hereby certifies that it is enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Safety Program (DFSP) or an equivalent BWC approved DFSP in accordance with the requirements of Revised Code Section 153.03-153.031, including the placement of its employees in a pool with a random drug testing rate of at least 5%.

Contractor Signature _____ Date _____

Name/Title (Print or Type)



Agreement

Form

CITY OF MONROE, OHIO 00 52 00 - Agreement Form

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the City of Monroe, Ohio, and the Contractor in connection with the Project.

Project Number: 2025-OPWC-01

Project Name: Todhunter PRV

Site Address: Todhunter Rd and Holman Dr.

Owner :

Owner's Representative:

Address:

Contracting Authority:

Project Manager:

Contractor:

Contractor's Principal Contact:

Address:

Architect/Engineer ("A/E"):

A/E's Principal Contact:

Address:

ARTICLE 1 - SCOPE OF WORK

1.1 The Contractor shall perform and provide all of the Work described in the Contract.

1.2 The project delivery method for this Project shall be [General Construction](#).

ARTICLE 2 - COMPENSATION

2.1 The City of Monroe, Ohio shall pay the Contractor the Contract Sum for the Contractor's proper, timely, and complete performance of the Contract. The Contract Sum is **\$ 0.00**, subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

2.1.1 Base Bid:..... **\$ 0.00**

ARTICLE 3 - CONTRACT TIMES

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
Construction Start	0 days	
Substantial Completion of all Work	0 days	
Construction Final Finish	0 days	

3.1.1 The projected dates listed under "Projected Date (as of the date of this Agreement)" are provided only for convenient reference during consideration of the Agreement. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

ARTICLE 4 - KEY PERSONNEL

4.1 The Contractor's key personnel for the Project are:

4.1.1 [«insert name»](#), Project Manager;

4.1.2 [«insert name»](#), Lead Scheduling Engineer;

4.1.3 «insert name», General Superintendent.

4.2 The Contractor's key personnel are authorized to act on the Contractor's behalf with respect to the Project and all matters concerning the Project.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Effectiveness.

5.1.1 It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the City of Monroe, Ohio first certifies that there is a balance in the City of Monroe, Ohio's appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code, including ORC Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the applicable approving body.

5.1.2 In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the City of Monroe, Ohio gives the Contractor written notice that such funds are available from the City of Monroe's funding source.

5.1.3 Subject to Section 5.1.1, the Contract shall become binding and effective upon execution by the City of Monroe, Ohio and Contractor.

5.1.3.1 If the Contractor is a joint venture, (1) each individual joint venturer shall (a) sign the Agreement in its own name and (b) be a party to the Contract, and (2) the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

5.1.3.2 If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to (1) sign the Agreement in its own name and (2) be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

5.1.4 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.2 Representations.

5.2.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the City of Monroe, Ohio any funds paid under this Contract.

5.2.2 The Contractor hereby certifies that neither the Contractor nor any of the Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

5.2.3 The Contractor, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

5.2.4 The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

5.2.5 Pursuant to ORC Section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

ARTICLE 6 - Enumeration of Documents

6.1 The Contract Documents constitute the substance of the Contract, and include this Agreement, Drawings, Specifications, Addenda if any, **Contracting Definitions**, **General Conditions**, Supplementary Conditions if any, **Bid Form**, **Wage Rate Requirements**, **Bid Guaranty and Contract Bond or Performance and Payment Bond**, and Change Orders if any.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

(CONTRACTOR)

OWNER

Signature

Signature

Printed Name

Printed Name

Title

Title

APPROVED AS TO FORM:

City Law Director

END OF DOCUMENT



Subcontract Form

CITY OF MONROE, OHIO 00 52 14 - Subcontract Form

This Agreement is made as of the date set forth below between the Contractor and the Subcontractor in connection with the Project.

Project Number: 2025-OPWC-01
Project Name: Todhunter PRV
Site Address: Todhunter Rd and Holman Dr

Contractor:
Contractor’s Principal Contact:
Address:

Subcontractor:
Subcontractor’s Principal Contact:
Address:

Public Authority:
Public Authority Contact:
Address:

ARTICLE 1 - NATURE OF SUBCONTRACT

1.1 The Subcontractor shall perform the entire Subcontract Work as specified in Exhibit «N» and described in the Contract Documents for the Project.

ARTICLE 2 - COMPENSATION

2.1 The Contractor agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of «insert Subcontract Sum», comprised of the following:

- «insert Subcontract Sum component»\$«insert amount»
- «insert Subcontract Sum component»\$«insert amount»
- «insert Subcontract Sum component»\$«insert amount»
- «insert Subcontract Sum component»\$«insert amount»

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Time is of the essence. The Subcontractor shall diligently prosecute and complete all Subcontract Work in accordance with the construction progress schedule agreed between the parties.

ARTICLE 4 - CONTRACT DOCUMENTS

- 4.1 To the extent that the contract between the Public Authority and the Contractor applies to the Subcontract Work:
 - 4.1.1 The Contractor and the Subcontractor agree to be mutually bound by the terms of the Contract Documents;
 - 4.1.2 The Contractor assumes toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Public Authority has and assumes toward the Contractor;
 - 4.1.3 The Subcontractor assumes toward the Contractor the rights, remedies, obligations, and responsibilities that the Contractor assumes toward the Public Authority; and

4.1.4 The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.

4.2 The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws the City of Monroe, Ohio.

4.3 If any term or provision of the Subcontract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Subcontract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Subcontract shall be binding on the Contractor and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may NOT assign the Subcontract without the prior written consent of the Contractor and the City of Monroe. A letter stating why the subcontractor cannot perform the agreed upon services including the qualifications statement for the proposed replacement subcontractor must be presented to the City of Monroe 30 days prior to the commencement of any/all subcontract work. The City of Monroe will NOT accept or incur any cost for any work performed or competed by an unapproved subcontractor and such cost will be the responsibility of the contractor, Any required corrective work, performed by an unapproved subcontractor will be the responsibility of the contractor at no cost to the City of Monroe.

ARTICLE 5 - EFFECTIVENESS

5.1 The Subcontract shall become binding and effective upon execution by the Contractor.

5.2 This Subcontract has been executed in several counterparts, each of which shall constitute a complete original Subcontract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.3 Any signatory may deliver a copy of its counterpart signature page to this Subcontract via fax or e-mail. Each signatory shall be entitled to rely upon the signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 6 - REPRESENTATIONS

6.1 Contingent Assignment. The Contractor's contingent assignment of this Subcontract to the Public Authority, as provided in the Contract, is effective after termination of the Contractor by the Public Authority and the Public Authority's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to the Public Authority. Unless the Public Authority takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against the Public Authority.

6.2 Intended Third-Party Beneficiary. The Public Authority is an intended third-party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

6.3 Insurance. The Subcontractor shall maintain insurance in accordance with the Contract Documents. Exhibit «N» sets forth the minimum limits of liability for the insurance required in the Contract Documents.

6.4 Right to Audit. The Subcontractor agrees that the Public Authority or any agents designated by the Public Authority have access to and the right to audit and the right to copy at the Public Authority's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work for a period of not less than 3 years following completion of the Work consistent with Ohio Revised Code ("ORC") Section 149.43 with regard to the Public Authority's obligation to maintain confidentiality of trade secrets.

6.5 Indemnity. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Public Authority, the Contractor, their consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract.

Work, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require a Subcontractor to waive its immunity under the Workers Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor's employees.

6.6 Prompt Pay. The Contractor shall at a minimum make payments to the Subcontractor in accordance with Applicable Law, including ORC Section 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the Contractor of payment from the Public Authority for Subcontract Work.

6.7 Retainage. Subcontractor retainage shall be at a rate equal to the percentage retained from the Contractor's payment by the Public Authority for the Subcontract Work, unless a lesser percentage is otherwise specified.

6.7.1 Labor Payments.

6.7.1.1 Partial payments to the Subcontractor for labor performed shall be made at the rate of 90 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.

6.7.1.2 After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

6.7.2 Material Payments.

6.7.2.1 The Contractor shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

6.7.2.2 The Contractor shall pay the Subcontractor at the rate of 90 percent of the invoice cost, not to exceed the scheduled value, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Subcontractor provides the following information with its request for payment:

- .1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
- .2 a certification of materials stored off-site, prepared by the Subcontractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Subcontractor shall reimburse the A/E, through the Contractor, for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
- .3 The Contractor shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

6.8 Warranty. The Subcontractor fully warrants, for the benefit of the Public Authority, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.

6.9 Non-Waiver of Lien Rights or Payment Bond Rights. This Subcontract shall not prohibit a Subcontractor from exercising its rights under ORC Chapter 1311 or under any Contractor-provided payment bond.

6.10 Non-Discrimination. The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including ORC Section 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the state of Ohio and the City of Monroe, Ohio.

6.11 Dispute Resolution. The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract's dispute resolution process in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.

6.12 In the event that any supplemental conditions or other Subcontract terms conflict with the **City of Monroe, Ohio Subcontract Form**, the **City of Monroe, Ohio Subcontract Form** takes precedence and this Subcontract shall be read and enforced to include the provisions of the **City of Monroe, Ohio Subcontract Form**.

6.13 The following exhibits are attached to and are a part of this Subcontract: Not Applicable

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Subcontract Form.

«INSERT SUBCONTRACTOR'S NAME»

«INSERT CONTRACTOR'S NAME»

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

APPROVED AS TO FORM:

City Law Director

Date

END OF DOCUMENT



Affidavit of Compliance Prevailing Wages

CITY OF MONROE, OHIO 00 62 43
Affidavit of Compliance Prevailing Wages

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

hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

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

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify
that no rebates or deductions have been or will be made, directly or indirectly,

from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

20_____.

(Notary Public)

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



Instructions for Preparing Certified Payroll Reports

CITY OF MONROE, OHIO 00 62 44

Instructions for Preparing Certified Payroll Reports

General:

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

Division of Industrial Compliance & Labor, Bureau of Labor & Worker Safety 6606
Tussing Road, P.O. Box 4009
Reynoldsburg, Ohio 43068-9009, (614) 644-2239, ADA# 1-800-750-0750

Certified Payroll Heading:

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

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

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

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

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project. Page indicator: number of pages included in the report.

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

Payroll Information by column:

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

CITY OF MONROE, OHIO 00 62 44

Instructions for Preparing Certified Payroll Reports

2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.

8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
10. Self explanatory.
11. Self explanatory.
12. Self explanatory.



Prevailing Wage Contractor Responsibilities and Forms

CITY OF MONROE, OHIO 00 62 45

Prevailing Wage Contractor Responsibilities and Forms

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches, and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year.

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- ☐ Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- ☐ Intentional misclassification of employees for the purpose of reducing wages.
- ☐ Intentional misclassification of employees as independent contractors or as apprentices.
- ☐ Intentional failure to pay the prevailing wage.
- ☐ Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- ☐ Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
 - 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
 - 2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 - 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these

deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
 - 1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 - 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
 - 1. Timecards, time sheets, daily work records, etc.
 - 2. Payroll ledger\journals and canceled checks\check register.
 - 3. Fringe benefit records must include program, address, account number, & canceled checks.
 - 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 - 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
 - 1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**
- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
 - 1. Employees' names, addresses, and social security numbers.
 - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 - 2. Employees' work classification.
 - a. Be specific about the laborers and/or operators (Group)
 - b. For all apprentices, show level/year and percent of journeyman's rate
 - 3. Hours worked on the project for each employee.
 - a. The number of hours worked in each day and the total number of hours worked each week.
 - 4. Hourly rate for each employee.
 - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
 6. Gross amount earned on all projects during the pay period.
 7. Total deductions from employee's wages.
 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:

Job Number:

Contractor: Project

Location:

Jobsite posting of prevailing wage rates located:

Prevailing Wage Coordinator	Employee
Name:	Name:
Street:	Street:
City:	City:
State / Zip:	State / Zip:
Phone:	Phone:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate

Hourly fringe benefits paid on your behalf by this company.

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	

Contractor's Signature:	Date:
Employee's Signature:	Date:

whpw1512

PAYROLL SCHEDULE

CONTRACTOR: One copy of this letter is **due on or before** the date you begin performance under Contract.

TO:

RE:

Bid# _____
Project Name: _____
Contract Type: _____
Contractor: _____
Address: _____ City, State,
Zip: _____

I will begin performance under our Contract on the above Project (date) _____ to terminate on or about (date) _____. In compliance with Section 4115.071© of the ORC, I hereby notify you that my payroll period runs from _____ to _____ (i.e. Saturday through Sunday) with paydays on _____ (i.e. Friday).

I acknowledge that I am required by Section 4115.071© of the ORC and the Standard Conditions of Contract for Construction to deliver to the Prevailing Wage Coordinator, **a certified copy of my payroll and all Subcontractors' payroll.**

Each payroll shall exhibit for each employee paid:

- | | |
|---|--------------------------|
| 1. Name | 7. Job Classification |
| 2. Race & gender | 8. Fringe payments |
| 3. Current address | 9. Deductions from wages |
| 4. Social Security number | 10. Net pay |
| 5. Hourly rate of pay | |
| 6. Number of hours worked during each day of the pay period and total for each week | |

When using an apprentice, provide a copy of the apprenticeship agreement with the first report on which the apprentice appears.

The certification of each payroll shall be executed by a duly appointed agent. The certification shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the Contract.

Contractor Signature

Company

Company Address

City, State, Zip

Telephone

E-mail address for Prevailing Wage Rate Changes

PREVAILING WAGE COVER SHEET

Company Name:

Project Name:

Project/Bid #:

Pay period:

Pay Request #:

Total Pay Request Amount:

Sub-Contractors

EDGE (yes/no)	Sub-Contractor Company Name

Additional Comments:

1851 N. Research Drive Bowling
Green, OH43403-0294

Phone 419-372-8415
Fax 419-372-8416

Email kgriner@bgsu.edu
www.bgsu.edu

CITY OF MONROE, OHIO 00 62 45
Prevailing Wage Contractor Responsibilities and Forms

CERTIFIED PAYROLL REPORT

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

Name and Title _____ Signature _____



Important Notice Prevailing Wage Threshold Levels

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

"New" construction threshold for <i>Building Construction</i>:	\$250,000
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:	\$75,000

As of January 1, 2020:	
"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$93,292
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$27,950

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please

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



Wage Rate Requirements

CITY OF MONROE, OHIO 00 73 42 Wage Rate Requirements

PREVAILING WAGE RATES

1.1 Payment of Prevailing Wage Rates

1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.

1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of ORC Chapter 4115.

1.1.3 If the Contractor or its Subcontractors fail to comply with ORC Chapter 4115, the Contracting Authority may withhold payment pursuant to **Section 9.8.2.5** of the **General Conditions**. The Contractor is liable for violations committed by the Contractor or its Subcontractors to the extent provided in ORC Chapter 4115.

1.1.4 The Contractor shall submit all payroll reports in compliance with the requirements of **Section 1.2** for all of the employees of the Contractor and of the Contractor's Subcontractors.

1.1.5 By executing a Contract, the Contractor certifies that it based its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in ORC Sections 4115.03 through 4115.14, which are inserted at the end of this Document.

1.2 Prevailing Wage Rate Revisions

1.2.1 The Contracting Authority shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Ohio Department of Commerce's web site: <http://com.state.oh.us/>.

1.2.2 The Contractor shall pay any revised wage rates issued during the term of the Contract.

1.3 Payroll Schedule

1.3.1 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

1.4 Payroll Reports

1.4.1 The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete, and the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.

1.4.1.1 Each payroll report shall indicate the period covered and include a list containing the name, address and social security number of each employee of the Contractor and its Subcontractors paid for the Work.

1.4.1.2 Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and netpay.

1.4.1.3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

1.4.1.4 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project with the first payroll report from the Contractor or its Subcontractor that includes apprentices.

END OF DOCUMENT



Partial Waiver (Release) of Lien

CITY OF MONROE, OHIO 00 350 01 Partial Waiver (Release) of Lien

Date: _____

Contractor: _____

Project: _____

Project Location: _____

_____ (Name) does hereby certify that he/she is the
_____ (title) of _____ (name of
supplier or sub-contractor) _____ hereinafter called the "Company", and that
said Company has heretofore supplied materials and/or services to the _____
(project name) being constructed at _____ (project location) for
_____ (name of owner) at an agreed price of \$
_____ (total contract amount). He/she does further certify that the Company
has received \$ _____ (amount paid) on account of agreed price and that the
sum of \$ _____ (amount left to be paid) remains owing to the Company by
_____ (name of contractor). He/she does further certify that the contractor
has made suitable arrangements for payment to the Company of all sums remaining due to the Company by virtue
of said delivery of materials and performance of services in connection with the aforesaid project; does hereby
waive any and all rights which the Company may now or in the future have to file any lien or liens pursuant to the
Lien Law of the State of Ohio against the aforesaid project, its Owners, or the contractor, as an inducement to the
Owner to pay all sums due the contractor for the Owner pursuant to the contract between the contractor and the
Owner, without any obligation on the part of the Owner to see that sums due to the Company from the contractor
are paid.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal this _____ day of
_____, 20____.

Signature: Print Name: _____

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ } ss

COUNTY OF _____ }

On _____ before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(NOTARY SEAL)



Final Waiver (Release) of Lien

CITY OF MONROE, OHIO 00 350 02 Final Waiver (Release) of Lien

Date: _____

Contractor: _____

Project: _____

Project Location: _____

_____ (Name) does hereby certify that he/she is the
_____ (title) of _____ (name of
supplier or sub-contractor) _____ hereinafter called the "Company", and that
said Company has heretofore supplied materials and/or services to the _____
(project name) being constructed at _____ (project location) for
_____ (name of owner) at an agreed price of \$
_____ (total contract amount). He/she does further certify that the Company
has received \$ _____ (amount paid) on account of agreed price and that the
sum of \$ _____ (amount left to be paid) remains owing to the Company by
_____ (name of contractor). He/she does further certify that the contractor
has made suitable arrangements for payment to the Company of all sums remaining due to the Company by virtue
of said delivery of materials and performance of services in connection with the aforesaid project; does hereby
waive any and all rights which the Company may now or in the future have to file any lien or liens pursuant to the
Lien Law of the State of Ohio against the aforesaid project, its Owners, or the contractor, as an inducement to the
Owner to pay all sums due the contractor for the Owner pursuant to the contract between the contractor and the
Owner, without any obligation on the part of the Owner to see that sums due to the Company from the contractor
are paid.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal this _____ day of

_____, 20____.

Signature: _____ Print Name: _____

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ } ss

COUNTY OF _____ }

On _____ before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(NOTARY SEAL)

END OF DOCUMENT

APPLICATION AND CERTIFICATE FOR PAYMENT

To (owner)	City of Monroe 233 S. Main St. Monroe, Ohio 45050	Project Application No. Period Contract No. Contract Date	Distribution to: ☐ Owner ☐ Wages ☐ Contractor ☐ Finance Department ☐ Project File
From (Contractor)			

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary		
Change orders approved in previous months by Owner		Deductions
TOTAL		
Approved This Month		
No.	Date Approved	
Totals		
Net Change by Change Order		

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

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

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

Contractor: _____

BY: _____ DATE: _____

APPROVED FOR PAYMENT IN THE AMOUNT OF \$ _____

CONSTRUCTION INSPECTOR _____

PROJECT MANAGER _____

DEPARTMENT HEAD _____

PREVAILING WAGE COORDINATOR _____

FINANCE DIRECTOR _____

CITY MANAGER _____

DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

DATE _____

CONTINUATION SHEET

Attachment to Pay Application

Project

Application Number

Application Date

Period To

Architects Project No.

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		This Period	Materials Previously Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance to Finish (C - G)	Retainage (If Variable Rate)
			From Previous Application (D+E)							
	GRAND TOTAL									



Certification of Warranty Commencement

CITY OF MONROE, OHIO 00 390 02 Certification of Warranty Commencement

Project Name _____

Contract Number ____ Project Location____
 Contractor _____

Equipment and materials included

Warranty start date

Warranty end date*

*Date does not supersede or take precedence over Contract requirements.

Exceptions for each equipment and material (Include terms and requirements to cure each exception listed, e.g., testing, maintenance, cleaning, etc.)

Required completion date

Contractor Certification

Warranty(ies) certified to comply with the Contract Documents.

Name _____

Signature _____

Date _____

Architect/Engineer Approval

Equipment / material accepted for this Contract.

Name _____

Signature _____

Date _____

Construction Manager Approval

Equipment / material accepted for this Contract.

Name _____

Signature _____

Date _____

Owner Acknowledgement

Owner acknowledges receipt of warranty(ies), manual(s) and all other required submittals associated with the noted equipment or material.

Name _____

Signature _____

Date _____



Offsite Stored Materials Waiver

CITY OF MONROE, OHIO 00 390 03
Offsite Stored Materials Waiver

☐

Check this box if not applicable for this project

Project Name _____ Project / Contract No. __ Project Location_ _____
Contractor: _____

Storage Site Location: _____

The Contractor and the Landlord/Owner agree to hold harmless the City of Monroe, Ohio from damages to the stored materials, the property and restoration responsibilities to the identified location.

Contractor

Landlord/Owner

Name _____

Name: _____

Signature _____ Date _____

Signature _____ Date _____

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

(Notary Public) SEAL

My commission expires: _____

END OF DOCUMENT



Certificate of Substantial Competition

CITY OF MONROE, OHIO 00 390 05

Certificate of Substantial Completion

Project Name _____ Project / Contract No. _____
Project Location _____ Contractor / CM / DB _____

Project, Contract, or portion of the Project or Contract designated for Partial Occupancy and Use shall include:

Date of Substantial Completion

The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except warranties identified on a separate Certificate of Warranty Commencement.

Date of issuance

CM Adviser's or Owner Agent's Certification (if applicable) Work performed under this Project or portion designated above has been inspected and found, to the CM's or Owner Agent's best knowledge, information, and belief, to be Substantially Complete.

Name _____

Signature Date

A/E's or Project Manager's Certification*

Work performed under this Project or portion designated above has been inspected and found, to the A/E's or Project Manager's best knowledge, information, and belief, to be Substantially Complete.

Name _____

Signature Date

Contractor's Acceptance (includes the CM at Risk or Design-Builder as applicable) The Contractor will complete or correct the items on the attached list of Defective, incomplete, or unacceptable Work within 30 days from the date of Substantial Completion.

Name _____

Signature Date

Owner's Acceptance

The Owner accepts the Project or portion designated above as Substantially Complete and will commence occupancy.

Name _____

Signature Date

Contracting Authority's Acceptance

The Contracting Authority accepts the Project or portion designated above as Substantially Complete.

Name _____

Signature Date



Notice of Intent to Award

CITY OF MONROE, OHIO 00 640 01 Notice of Intent to Award

Project Name Todhunter PRV Project Number 2025-OPWC-01, OPWC PID CJ19AC
Project Location Todhunter Rd and Holman Dr Owner City of Monroe
County Butler Date of Contract* _____

Dear _____:

The City of Monroe is pleased to inform you that _____ has been
awarded the contract for the above project based on the bid submitted on _____ in the amount
of
\$ _____.

The contract availability date is _____ and the contract completion date is
_____.

Should you have any questions, please contact the City of Monroe Public Works, Engineering Department
(513) 727-8953,



Notice of Commencement

CITY OF MONROE, OHIO 00 64 02 Notice of Commencement

Notice is hereby given in accordance with Section 1311.252 Ohio Revised Code of the commencement of the Public Improvement identified as:

Project Name Todhunter PRV Project Number 2025-OPWC-01, OPWC CJ19AC
Project Location Todhunter Rd and holman Dr Owner City of Monroe
County Butler Date of Contract* _____
*Date signed by City of Monroe

Public Authority
The Public Authority responsible for the Public Improvement is:

City of Monroe 233 S
Main Street
Monroe, OH 45050

Designated Representative
The representative to whom service of an affidavit of claim may be made pursuant to Revised Code Section 1311.26:

City of Monroe
233 S Main
Street
Monroe, OH 45050

Affidavit
I certify or affirm that to the best of my knowledge, the information provided in this document is true and correct and that I am fully authorized to provide this Notice.

Affiant:
City of Monroe

[Name], [Title]

Contractor
Name _____
Address _____
City, State, ZIP _____
Trade/GC/CM/DB _____

Surety
Name _____
Address _____
City, State, ZIP _____



Request for Pricing

CITY OF MONROE OHIO

PRICING REQUEST



DIRECTOR	☐
FIELD REP	☐
CONTRAC	☐
TOR	☐
OTHER	

PROJECT:	PRICING REQUEST NUMBER:
	DATE:
	PROJECT NO.:
	CONTRACT NO.:

TO CONTRACTOR:

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within ten (10) days the Contractor must submit this proposal or notify the City, in writing, of the date on which the proposal submission is anticipated.

Description as follows:

Attachments

NOTE: This Request for Pricing does not reflect changes in the Contract Sum or Contract Time.

Requested By City of Monroe Ohio

DIRECTOR OF FACILITIES	CITY FIELD REPRESENTATIVE	
Address	Address	
BY	BY	
DATE	DATE	

PROVIDE CONTRACTOR/SUBCONTRACTOR BACKUP DOCUMENTATION ☐



Change Order

CITY OF MONROE OHIO
CHANGE ORDER



DIRECTOR
FIELD REP
CONTRAC
TOR
OTHER

PROJECT:	CHANGE ORDER NUMBER:
	DATE:
	PROJECT NO.:
	CONTRACT DATE:
TO CONTRACTOR:	CONTRACT FOR:

The Contract is changed as follows:

Justification for the change order as follows:

The original (Contract Sum) (Guaranteed maximum Price) was	\$ -
Net change by previously authorized Change orders	\$ -
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$ - The (Contract Sum)
(Guaranteed maximum price) will be (increased) (decreased)	
(unchanged) by this Change Order in the amount of	\$ -
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$ -

The Contract Time will be (increased) decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is _____

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

CONTRACTOR	CITY FIELD REPRESENTATIVE	DIRECTOR OF FACILITIES
Address	Address	Address
BY	BY	BY
DATE	DATE	DATE

PROVIDE CONTRACTOR/SUBCONTRACTOR BACKUP DOCUMENTATION ☐



Contracting Definitions

CITY OF MONROE, OHIO 00 71 00 – Contracting Definitions

Acceptable Component	A component listed in the Specifications after the Basis of Design Component.
Addenda or Addendum	Written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Agreement is executed.
A/E	See “Architect/Engineer.”
Agreement	The form furnished by the Contracting Authority (including all of its exhibits) that, when completed and signed by the Contractor and Contracting Authority evidences entry into the Contract.
Allowance	A sum stipulated in the Contract Documents for a defined scope of the Work that may not be completely defined at the time of bidding. Allowance amounts do not include the Contractor’s Fee on account of the associated Work.
Alternate	A change in the proposed Project scope, which may include but is not limited to alternate materials or methods of construction, and an amount stated on the Bid form to be added to or deducted from the Base Bid if the corresponding Alternate is incorporated into the Contract.
Alternative Dispute Resolution	A voluntary and non-binding process for the administrative review, consideration, and attempted settlement of a dispute, without resort to judicial process, including but not limited to partnering, negotiation, mediation, impartial fact- finding, dispute review board, and mini-trials, but shall not include arbitration.
Applicable Law	All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work or the A/E’s Services on the Project.
Architect/Engineer	The Person responsible for providing professional design services and construction contract administration for the Project as provided in the Contract Documents. The A/E shall be a (1) registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to ORC Chapter 4703, (2) landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to ORC Chapter 4703, or (3) professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to ORC Chapter 4733.
As-Built Documents	Documents, including but not limited to Drawings, Addenda, Specifications, executed Change Orders, and other elements of the Contract Documents which the Contractor annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to the Owner throughout the life of the completed Project.
Base Bid	The amount stated in a Bid as the sum for which the Bidder offers to perform the Work in a particular trade or other category, which is described in the Contract Documents, excluding Alternates.
Basis of Design	A document that records the concepts, calculations, decisions, and product selections used to meet the Owner’s Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
Basis of Design Component	A component listed first in the Specifications.
Bid	A written proposal to perform a Contract, submitted on a completed Bid Form, accompanied by other required documents. The term Bid includes a proposal that has been digitally signed, encrypted, and submitted through the State’s electronic bidding application pursuant to OAC 153:18-01.

Bidder	A Person that submitted a Bid.
BIM	See "Building Information Model."
Bid Form	A form furnished by the Contracting Authority with the proposed Contract Documents that is to be completed, signed, and submitted containing the Bidder's Bid.
Bid Guaranty	A bid bond or other instrument of security authorized by ORCSection153.54 submitted with the Bid to provide assurance that the Bidder will execute the Agreement.
Bond	A performance and payment bond in the format specified by ORCSection153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers.
Building Information Model	A digital representation of physical and functional characteristics of a facility; a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle, which is defined as existing from earliest conception to demolition; electronic files used to design and coordinate the Project; and may be used to describe a single model or multiple models used in the aggregate.
Certificate of Contract Completion	A form used to document the Contractor's achievement of Contract Completion. This form may also be used to document partial Contract Completion.
Certificate of Substantial Completion	A form used to document (1) that the Contractor has achieved Substantial Completion of the Work or a designated portion of the Work for which the Contracting Authority and the Owner have agreed to take Partial Occupancy, and (2) the date on which the associated Substantial Completion of the Work was achieved.
Change Directive	A written document prepared by the A/E and executed by the Contracting Authority that directs a change in the Work.
Change Order	A document recommended by the A/E and executed by the Contracting Authority and the Contractor that modifies the Contract.
Claim	A demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.
Claim Affidavit	A sworn document used in conjunction with filing a lien, which contains a claim on the funds that are due to a Contractor, in favor of a Person supplying labor, materials, or services for the value of labor, materials, or services supplied.
Combined Bid	A Bid that combines bid items for separate Contracts stated on the Bid Form.
Commission	See "Ohio Facilities Construction Commission."
Commissioning Agent	The Person identified by the Contracting Authority who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process for the Project.
Commissioning Plan	A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.
Commissioning Process	A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.
Commissioning Report	A document that records the activities and results of the Commissioning Process. The Commissioning Report is developed from the final Commissioning Plan with its attached appendices.

Conformed Documents	Contract Documents with all Addenda items and accepted Alternates incorporated by the A/E, published, and issued to a successful Bidder for its use during performance of the Contract. The Conformed Documents are furnished solely for the Contractor's convenience. In the event of any conflict between the Contract Documents modified by Addenda and the Conformed Documents, the Contract Documents take precedence.
Construction Budget	The amount identified in the Agreement as adjusted by the Owner and Contracting Authority.
Construction Cost	The sum of the Contract Cost amounts for a phase of the Project.
Construction Progress Schedule	The critical path schedule for performance of the Contract; showing the time for completing the Work within the Contract Times; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractor, A/E, Contracting Authority, and Owner; and the Contractor's resource and cost loading information; as periodically updated during the performance of the Work.
Contract	The state of legal obligation entered into by the State and the Contractor, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents.
Contract Completion	The schedule Milestone in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and Contractor has satisfied all of its other obligations under the Contract Documents, including but not limited to (1) all governmental authorities have given final, written approval of the Work, (2) a final unconditional certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, (3) the Contractor's Work is 100 percent complete, and (4) all Punch List items have been completed or corrected, and (5) the Contractor has complied with conditions precedent to final payment and release of retained funds.
Contract Documents	Collectively, the documents that constitute the substance of the Contract including but not limited to Drawings, Specifications, Addenda if any, General Conditions, Supplementary Conditions if any, Bid Form, Wage Rates; and the executed Agreement, Bid Guaranty and Contract Bond, and Change Orders if any.
Contract Sum	The Contract Sum is the Contractor's entire compensation for the Contractor's proper, timely, and complete performance of the Work and is subject to adjustment as provided in the Contract.
Contract Times	The periods stipulated in the Agreement for the achievement of associated Milestones, in consecutive days, beginning on the date established by the Notice to Proceed, including adjustments authorized by executed Change Orders.
Contracting Authority	The party identified in the Agreement, which may be the Ohio Facilities Construction Commission; an agency of the state of Ohio; an Institution of Higher Education or division thereof; a School District Board; or the legislative body of a political subdivision.
Contractor	A firm, which is party to the Contract for the performance of Work on the Project in accordance with the Contract Documents.

Contractor's Documents	All Project-related documents, including those in electronic form, prepared by the Contractor and its Subcontractors.
Contractor's Fee	The portion of the Contract Sum attributable to the aggregate of the Contractor's profit and home-office overhead related to the Contractor's proper, timely, and complete performance of the Work.
Contractor Payment Request	The form furnished by the Commission that is to be used by the Contractor in requesting payments and which, when signed by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.
Contractor's Punch List	A document prepared by the Contractor that consists of a list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.
Coordination Drawings	Drawings and Electronic Files prepared by the Contractor to demonstrate how multiple-system and interdisciplinary work will be coordinated. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals if applicable.
Correction Period	A period of one year commencing on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy.
CA	See "Commissioning Agent."
Date of Commencement	The date established in a Notice to Proceed issued by the Contracting Authority to the Contractor to mark the start of the Work and the beginning of the running of the Contract Times.
Day	A calendar day of 24 hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.
Defective Work	Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval; or has been damaged prior to the A/E's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not free from defects in workmanship, materials or equipment during the period of any warranty or guarantee.
Differing Site Condition	Either (1) a subsurface or otherwise concealed physical condition encountered at the Site that differs materially from the conditions indicated in the Contract Documents or (2) an unknown physical condition of an unusual nature encountered at the Site that differs materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
Dispute Review Board	A form of Alternative Dispute Resolution that is typically comprised of three members, selected jointly by the Contractor and the Contracting Authority, to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them.
Drawings	Graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.
Electronic File	Information maintained in a computer system or format that is intended to facilitate a Person's use and manipulation of the information including but not limited to Word, Excel, PDF, Primavera, CAD, and BIM files all in their native format.

Enclosure, Permanent	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and permanent windows and entrances are in place.
Enclosure, Temporary	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and windows and entrances are provided with suitable temporary enclosures.
Estimated Construction Cost	The sum of the Estimated Contract Cost amounts published in the Solicitation, as modified by Addenda, for a phase of the Project.
Estimated Contract Cost	The estimated amount for the Contract published in the Solicitation, including the Base Bid estimate and the estimates of selected Alternates, if any, as modified by Addenda.
Extra Materials	Materials required by the Contract Documents that are not incorporated into the Project but are given to the Owner to be used for future maintenance or repairs.
Final Inspection	The final review of the Work of the Contractor by the A/E to determine whether issuance of the Certificate of Contract Completion is appropriate.
Furnish	Supply and deliver to the Site, or other specified location, ready for installation.
General Conditions	The State's Standard General Conditions currently in effect, which maybe modified by the Commission from time to time.
General Conditions Costs	General Conditions Costs include only the Contractor's costs to provide the general conditions Work including without limitation the costs of all of the following Site- related items: scheduling and coordinating the Work. telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, and pre-approved travel, lodging, and parking costs. General Conditions Costs also include (1) Bond premiums and (2) premiums for builder's risk insurance if the Contractor purchases the builder's risk policy for the Project.
Hazardous Materials	Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, Clean Air Act, Hazardous Materials Transportation Uniform Safety Act, Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes but is not limited to asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.
Indemnified Parties	The State, Contracting Authority, Owner, A/E, other Separate Consultants, and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities.
Install	Put into use or place in final position, complete and ready for intended service or use.
Institutional Designee	The party identified in the Agreement empowered with a level of authority similar to the Executive Director of the Commission, which may be the university architect or engineer; director of capital facilities or an institution vice president.

	Institution of Higher Education Any state of Ohio university or college, community college, state of Ohio community college, technical college, university branch, community college district, technical college district, university branch district, and the applicable board of trustees or, in the case of a university branch district, any other managing authority.
Liquidated Damages	A sum established in the Contract Documents, pursuant to the statutory delay forfeiture authorized under ORC Section 153.19, to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time for achievement of Substantial Completion, or any applicable portion of the Work on or prior to any Milestone date stated on the Agreement.
Material Supplier	A Person under a contract with the Contractor to furnish materials or supplies in furtherance of the Work, including all such Persons in any tier. Material Supplier does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
Mediation	A voluntary process in which a neutral third party meets with the parties who have a disagreement or dispute and attempts to facilitate a mutually satisfactory resolution.
Milestone	A principal event specified in the Contract relating to an intermediate completion date or time prior to and including Substantial Completion of all Work.
Modification	A (1) written amendment to the Contract signed by both parties, (2) Change Order, (3) Change Directive, or (4) an order for a minor change in the Work.
Negotiation	A form of Alternative Dispute Resolution in which all parties involved are represented by those invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.
Neutral Facilitator	A nonpartisan third-party without decision-making authority who is engaged to assist the Project's key stakeholders in developing cooperative relationships, achieving project objectives, avoiding, or minimizing disputes, and nurturing a more- collaborative ethic characterized by trust, cooperation and teamwork.
Notice of Commencement	A notice prepared by the Contracting Authority identifying the Project, the Contractors, the Surety for each Contractor, and the name of the Contracting Authority's representative upon whom a Claim Affidavit may be served.
Notice of Intent to Award	A written notice provided by the Contracting Authority to the apparent successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of a Contract within the time specified, the Contracting Authority intends to execute a Contract with the Bidder.
Notice to Proceed	A written notice provided by the Contracting Authority authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of the Work.
OAC	Ohio Administrative Code
ORC	Ohio Revised Code
Owner	City of Monroe, Ohio
Owner's Project Requirements	A written document that details the requirements of the Project and the expectations of how it will be used and operated. These include project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
Partial Occupancy	The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, partial occupancy is approved by authorities having jurisdiction, and items of Work cannot be completed until a subsequent date.

Partnering	A voluntary dispute prevention process involving team building activities to help define common goals, improve communication, and foster a problem solving attitude among a group of contracting parties that must work together throughout Contract performance to be less adversarial and more cooperative.
Person	An individual, corporation, business trust, estate, partnership, association, or other public or private entity.
Phase	A separation in the Work of the Project by sequence or time intervals, which may include separate contractors for each Phase.
Plan Holder	A prospective Bidder that received a set of Contract Documents prior to the bid opening.
Product Data	Manufacturer's standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.
Project	The public improvement, of which the Work performed under the Contract Documents may be the whole or a part.
Project Manager	A permanent employee of the Contracting Authority assigned to the Project and authorized to perform specific responsibilities.
Project Manual	That part of Construction Documents which consists of bound volume(s) of primarily written material which generally contain Division 00 - "Procurement and Contracting Requirements," and Divisions 01 through 49 - "Specifications," and other documents pertaining to the Project.
Proposal	The offer of a Contractor to perform the Work set forth in a Proposal Request.
Proposal Request	A document issued after execution of the Contract requesting a Proposal from the Contractor(s), which may initiate a Change Order to modify the Contract.
Provide	Furnish and install, complete and ready for intended use.
Punch List	A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.
Record Documents	Electronic files and printed documents of all nature prepared by the A/E, which incorporate the information shown on the Contractor's As-Built Documents. They consist of the "Record Drawings" and "Record Project Manual," Certificate of Substantial Completion, Certificate of Contract Completion (as complete), Contractor's Warranty, Manufacturers' Warranties, certificate(s) of occupancy, approved shop drawings and other action submittals, Change Directives, Proposal Requests, Requests for Interpretation, Addenda, Change Orders, Balancing Reports, and the final version of the approved Construction Progress Schedule.
Record Drawings	The Drawings, which have been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.
Record Model	The Building Information Model, which has been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.
Record Project Manual	The Project Manual of the Contract Documents, which has been revised by the A/E to show the changes made during the construction process, based on the As-Built Project Manual furnished by the Contractor.
Request for Change Order	A written notice from the Contractor accompanied by a Proposal for a change in the Work.
Request for Interpretation	A written request to the A/E seeking an interpretation or clarification of the Contract Documents.

RFI	See "Request for Interpretation."
Samples	Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.
Schedule of Values	A full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.
School District	A local, exempted village, or city school district as defined in ORC Chapter 3311, or a joint vocational school established pursuant to ORC Section 3311.18, performing essential governmental functions of state government pursuant to ORC Sections 3318.01 to 3318.20.
Separate Consultant	A Person engaged by the Owner or Contracting Authority to provide Project-related professional services other than the services under this Contract. The term includes the Separate Consultant's authorized representatives, successors, assigns, and subconsultants regardless of tier.
Separate Contract	The contract between the Owner or Contracting Authority and a Separate Consultant or a Separate Contractor.
Separate Contractor	A Person under contract with the Owner or Contracting Authority to provide Project-related work other than the Work under this Contract. The term includes the Separate Contractor's authorized representatives, successors, assigns, and subcontractors regardless of tier.
Shop Drawings	Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor or a Subcontractor to illustrate some portion of the Work. Shop Drawings are not Contract Documents. Shop Drawings on equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.
Site	The location designated for the Project.
Specifications	Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements, included in Divisions 01 through 49, for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
Stage	A distinct period in the life cycle of a facility from concept through construction, to use and deconstruction or demolition. Typical Stages include Program Verification, Schematic Design, Design Development, Construction Documents, Bidding and Award stages; and the Construction Stage, which includes Construction and Closeout activities.
Standard Requirements	The brief name of the "State of Ohio Standard Requirements for Public Facility Construction," including but not limited to General Conditions, and other Division 00 Documents and Division 01 Sections; currently in effect, which the Commission may modify from time to time.
State	The government of Ohio, including any organized body, office, or agency established by the laws of this state for the exercise of any function of state government, any state institution of higher education as defined in ORC Section 3345.011, or any School District Board as defined in ORC Section 3318.01.
Subcontract	Any contract or agreement between the Contractor and a Subcontractor for performance of a portion of the Work.

Subcontract Form	The State of Ohio Subcontract Form prescribed by OAC Section 153:1-3-02 and required for use with the General Contracting method of project delivery.
Subcontractor	A Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier. The term "Subcontractor" includes Material Suppliers but does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
Substantial Completion	The stage in the progress of the Work when the Work (or designated portion of the Work for which the Contracting Authority and Owner have agreed to take Partial Occupancy) is sufficiently complete in accordance with the Contract that the Owner can utilize the Work for its intended use, as determined by the A/E. The issuance of a certificate of occupancy or partial certificate of occupancy (if applicable) is a condition precedent to the achievement of Substantial Completion.
Substantially Complete	See "Substantial Completion."
Substitution	An article, device, material, equipment, form of construction, or other item, proposed by a prospective Bidder prior to the bid opening and approved by the A/E by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a Basis of Design or Acceptable Component specified in the proposed Contract Documents.
Supplementary Conditions	Amendments to the General Conditions, issued as a separate document, which describe conditions of the Contract unique to a particular Owner or Project, which may include provisions regarding the assignment of responsibility for refuse removal, safety and security precautions and programs, temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by the Contractor and Subcontractors and requiring the Contractor to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Owner personnel for operation and maintenance of the Project. The General Conditions shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Commission.
Supplementary Instructions	Amendments to the Instructions to Bidders, issued as a separate document, which describe instructions unique to a particular Owner or Project. The Instructions to Bidders shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Instructions prepared by the Contracting Authority and approved by the Commission.
Surety	A Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the State against all direct and consequential damages suffered by failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.
Systems Manual	A system focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner after they begin using the facility.
Unit Price	The cost of providing a unit of Work including labor, materials, services, and associated expenses. Unit Prices do not include the Contractor's Fee on account of the associated Unit Price Work.

Work The labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the Contractor for the Project. The furnishing of all material, labor, detailing, layout, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items reasonably necessary for the full and proper performance and completion of the requirements of the Project as set forth in the Contract Documents, and items reasonably inferable therefrom and consistent therewith for the proper execution and completion of the construction and other services required by the Contract Documents, whether provided or to be provided by the Contractor or a Subcontractor, or any other entity for whom the Contractor is responsible, and whether or not performed or located on or off of the Site.

END OF DOCUMENT



General Conditions

CITY OF MONROE, OHIO 00 72 13 General Conditions

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1.1 Nondiscrimination

1.1.1 The Contractor shall comply with Applicable Law regarding equal employment opportunity, including ORC Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio.

1.1.1.1 The Contractor shall cooperate fully with the State's Equal Opportunity Coordinator ("EOC"), 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 the Contract.

1.1.1.2 In the event the Contractor fails to comply with these nondiscrimination clauses, the Contracting Authority shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to ORC 153.60 for each person who is discriminated against or intimidated in violation of this **Section 1.1.1**.

1.1.1.3 The Contract may be terminated or suspended in whole or in part by the Contracting Authority and all money to become due hereunder may be forfeited in the event of a subsequent violation of this **Section 1.1.1**.

1.1.2 Hiring Under State Public Improvement Contracts.

1.1.2.1 Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within 30 days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in ORC Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and

journey person's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

1.1.3 Affirmative Action.

1.1.3.1 The Contractor and Subcontractors shall comply with the State's Equal Employment Opportunity requirements described under OAC Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this **Section 1.1.3**.

1.1.3.2 The Contractor shall demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the EOC.

1.1.3.3 By the 10th day of each month, the Contractor and Subcontractors shall submit to the EOC via the internet a completed Ohio Construction Contract Information Report - Input Form 29 (I-29) for the preceding month. The form shall be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

1.2 Prevailing Wages

1.2.1 The Contractor shall comply with the prevailing wage requirements described under ORC Chapter 4115 that include, without limitation, the requirements described under this **Section 1.2**.

1.2.2 If the Project is subject to payment of prevailing wage rates, the Contractor shall:

1.2.2.1 pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau;

1.2.2.2 post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract;

1.2.2.3 ensure that the rates posted are current and remain posted in legible condition during the period of the Contract; and

1.2.2.4 not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law.

1.2.3 The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its website, <https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>, to obtain the current wage rates.

1.3 Use of Domestic Steel

1.3.1 The Contractor is required by law to supply domestically produced steel products used for load bearing structural purposes on all projects funded in whole or in part with Statefunds.

1.3.2 The Contractor and Subcontractors shall comply with ORC Section 153.011 regarding the use of domestically produced steel products, and furnish the certifications required by **Section 6.20.8**. Copies of [ORC Section 153.011](#) may be obtained from the Ohio Facilities Construction Commission.

1.4 Drug Free Safety Program Participation

1.4.1 Throughout the performance of the Work, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in ORC Section 153.03 ("OBWC-approved DFSP").

1.4.2 As required under ORC Section 153.03(E):

1.4.2.1 "Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a subcontractor providing labor at the project site of the public improvement."

1.4.2.2 "Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug- Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the publicimprovement."

1.4.2.3 "Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor orthe subcontractor who was not enrolled in a program for future contracts with the State for 5 years after the date of the breach."

1.4.2.4 "Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower- tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the State for 5 years after the date of the breach."

1.4.3 Prior to authorizing a Subcontractor to commence Work on the Site, the Contractor shall obtain the Contracting Authority's approval, and shall also submit written confirmation of the Subcontractor's enrollment on the **Subcontractor and Material Supplier Declaration** form to the A/E.

1.4.4 In addition to OBWC-approved DFSP Basic requirements, the Contractor, each Subcontractor, and each Separate Contractor that provides labor on the Site shall participate in a pool that performs random drug testing of at least 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractor, Subcontractors, and Separate Contractors. Basic random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved advanced testing. The Contractor and Subcontractor shall provide evidence of required testing to the Contracting Authority upon request.

1.8 Owner Work Rules

1.9.1 The Contractor shall consult with the Owner to obtain full knowledge of the Owner's rules, regulations, or requirements affecting the Project.

1.9 Emergency

1.10.1 In the event of an emergency affecting the safety of the Project, other property, or individuals, the Contractor, without special instruction or authorization, shall act to prevent the threatened damage, injury, or loss.

1.10.2 If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of its actions in response to an emergency, the Contractor may request a Modification by giving written notice under **Section 7.3.2**.

1.11 Limit of Contractor's Responsibility

1.11.1 The Contractor is not responsible for the A/E's negligence or the A/E's failure to properly perform the A/E's contract.

1.12 Testing and Inspection Services

1.12.1 Unless otherwise specified in the Contract Documents, the Contractor shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

1.12.2 The Contractor shall submit no less than three (3) qualified testing agencies for the City to review and deem acceptable or not.

ARTICLE 2 - STATE'S RIGHTS AND RESPONSIBILITIES

2.1 Owner

2.1.1 The Owner shall designate a representative authorized to act on behalf of the Owner during the Project.

2.1.2 The Owner shall furnish information and services required of it in a timely manner.

2.1.3 The Owner shall have access to the Work at all times whenever the Project is in preparation or progress.

2.1.4 Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

2.1.5 The Owner may request a change in the Work if the A/E recommends and the Contracting Authority approves the change.

2.1.6 The Owner shall communicate with the Contractor through the Contracting Authority.

2.1.7 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.2 Approval of Owner, Contracting Authority, and State

2.2.1 The Owner, Contracting Authority, or State's review and approval of the Work and any information the Contractor submits to them is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

ARTICLE 3 - A/E'S RESPONSIBILITIES

3.1 The A/E's Contract Administration Duties

3.1.1 The A/E shall administer the Contract as provided in the Contract Documents and Architect/Engineer Agreement, including, but not limited to, performance of the functions described as follows:

3.1.1.1 The A/E shall attend and conduct progress meetings. The A/E shall prepare an agenda and produce a written report of each progress meeting, and distribute the report to the Contracting Authority, Owner, and Contractor within 3 business days after the meeting. The A/E shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

3.1.1.2 The A/E may authorize minor changes or alterations in the Work that are consistent with the intent of the Contract Documents and do not involve adjustment of the Contract Sum or Contract Times, or both. The A/E has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor may seek adjustment of the Contract Sum or Contract Times, or both.

3.1.1.3 The A/E shall review and recommend, certify, or approve applicable forms required under the Contract Documents.

3.1.1.4 The A/E shall render decisions in connection with the Contractor's responsibilities under the Contract Documents and submit recommendations to the Contracting Authority for enforcement of the Contract as necessary.

3.1.2 The A/E is the initial interpreter of all requirements of the Contract Documents. All decisions of the A/E are subject to final determination by the Contracting Authority.

3.2 Site Visits and Observation

3.2.1 The A/E shall notify, advise, and consult with the Contracting Authority and Owner and protect the State against Defective Work throughout completion of the Project, which includes the Correction Period.

3.2.1.1 The A/E shall designate a field representative, subject to the Contracting Authority's approval, to attend to the Project, to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents.

3.2.1.2 The A/E shall have its consultants attend to the Project at intervals required by its agreement or the Contracting Authority.

3.2.2 The A/E is authorized to disapprove or reject Defective Work. The A/E shall immediately notify the Contracting Authority any time the A/E disapproves or rejects an item of Work.

3.2.3 The A/E is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.3 Approval of A/E

3.3.1 The A/E's review and approval of the Work and any information the Contractor submits to the A/E is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

3.4 Limitation of A/E's Authority

3.4.1 Under no circumstances is the A/E authorized to:

3.4.1.1 bind the Owner or Contracting Authority to any authorizations under, modifications of, or

amendments to any contract other than as expressly described under **Section 3.1.1.2**;

3.4.1.2 accept any defective or non-conforming services, Work, or vendor-furnished items;

3.4.1.3 make any settlements on behalf of the Owner or Contracting Authority; or

3.4.1.4 assume any responsibilities of the Contractor or Subcontractors.

ARTICLE 4 - SUBCONTRACTORS

4.1 Evaluation and Approval

4.1.1 Within 10 days after the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E a **Subcontractor and Material Supplier Declaration** form through which the Contractor identifies its Subcontractors.

4.1.2 The Contractor's failure to timely submit the information regarding a proposed Subcontractor may result in withholding payment in accordance with **Section 9.8**.

4.1.3 After receiving the **Subcontractor and Material Supplier Declaration** form, the A/E shall verify that it is complete and deliver it to the Contracting Authority and Owner. If the A/E finds the form incomplete, the A/E shall return it to the Contractor and identify the incomplete information.

4.1.4 If the Contracting Authority rejects any proposed Subcontractor, the Contractor shall propose a replacement Subcontractor with no adjustment of the Contract Sum. The proposed replacement Subcontractor will be evaluated as described above.

4.1.5 No less than 10 days before Work is to be performed by the Subcontractor, or within a shorter period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the Contracting Authority a complete copy of the executed Subcontract between the Contractor and Subcontractor.

4.1.6 If the Project is administered using the State's web-based project management software, the Contractor shall identify its proposed Subcontractors and submit its Subcontracts through the "Subcontractor Supplier Declaration" business process.

4.2 Form of Subcontract

4.2.1 All Subcontracts shall be on the **State of Ohio Subcontract Form** prescribed by OAC Section 153:1-03-02.

4.2.2 No less than 10 days before Work is to be performed by a Subcontractor, or within a shorter period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the Contracting Authority and A/E a complete copy of the executed Subcontract between the Contractor and Subcontractor. After receiving the Subcontract, the A/E shall verify that it is complete and deliver it to the Contracting Authority. If the A/E finds the Subcontract incomplete, the A/E shall return it to the Contractor and identify the incomplete information.

4.3 Replacement of Subcontractors

4.3.1 The Contractor shall not replace any Subcontractor after execution of the Subcontract without the prior written approval of the Contracting Authority.

4.4 Contractor's Responsibility

4.4.1 The Contractor is fully responsible for all acts and omissions of its Subcontractors and is responsible for scheduling and coordinating the Work of its Subcontractors.

4.4.1.1 The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors.

4.4.1.2 The Contractor shall require that each of its Subcontractors have a competent supervisor at the Site whenever the Subcontractor is performing Work.

4.4.1.3 The Contractor shall bind its Subcontractors to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor, and shall not agree to any provision, which seeks to bind the State to terms inconsistent with or at variance from the Contract Documents.

4.4.2 The Contractor will not be relieved of its full responsibility for Subcontractors and their performance of

the Work by **(1)** the participation of the Owner, Contracting Authority, and A/E in the processes described under this **Article 4** or other related provisions of the Contract Documents or **(2)** the Contracting Authority's rejection of a Subcontractor or failure to reject a Subcontractor under **Section 4.1**.

4.5 Contingent Assignment of Subcontracts

4.5.1 The Contractor hereby assigns its agreement with each Subcontractor to the Contracting Authority provided that the assignment is effective only after termination of the Contract by the Contracting Authority

and only for those agreements that the Contracting Authority accepts by notifying the Contractor and applicable Subcontractor in writing. The Contracting Authority may re-assign accepted agreements.

4.6 Prompt Payment

4.6.1 The Contractor shall make payments to Subcontractors in accordance with Applicable Law, including ORC Section 4113.61 that includes, without limitation, the requirements described under this **Section 4.6**.

4.6.1.1 If a Subcontractor requests payment in time to allow the Contractor to include the request in its Contractor Payment Request, the Contractor shall pay within 10 days after receipt of payment from the State:

- 1** To a Subcontractor other than a Material Supplier, an amount equal to the percent of completion allowed by the Contracting Authority for the Subcontractor's Work.
- 2** To a Material Supplier, an amount equal to all or that portion of the Contractor Payment Request that represents the materials furnished by the Material Supplier.

4.6.2 The Contractor may reduce the amount paid to a Subcontractor pursuant to **Section 4.6.1** at a rate equal to the percentage retained from the Contractor and may withhold amounts necessary to **(1)** resolve disputed liens or claims involving the Work of the Subcontractor or **(2)** account for the failure of the Subcontractor to perform its obligations under its agreement with the Contractor.

4.6.2.1 Labor Payments.

- 1** Partial payments to the Subcontractor for labor performed under either a Unit Price or lump sum Subcontract shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.
- 2** After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

4.6.2.2 Material Payments.

- 1** The Contractor shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.
- 2** The Contractor shall pay the Subcontractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value in a Unit Price or lump sum Subcontract, for materials delivered to the Site, or other off- site storage location approved by the A/E, provided the Subcontractor provides the information required by **Sections 9.6.2.1** and **9.6.2.2** with its request for payment.

4.6.3 If the Contractor fails to comply with this **Section 4.6**, the Contractor shall pay to the applicable Subcontractor 18 percent interest, compounded annually, on any unpaid amount beginning on the 11th day after receipt of payment from the State.

4.6.4 In order to establish lien rights, Subcontractors shall comply with Applicable Law, including ORC Sections 1311.26, 1311.261, and 1311.29.

4.6.5 If the Contracting Authority receives a Claim Affidavit from a Subcontractor, it shall proceed as required by Applicable Law, including ORC Sections 153.63 and 1311.31.

4.6.6 Laborers, Subcontractors, and Material Suppliers may secure payment rights in accordance with Applicable Law, including ORC Section 153.56.

ARTICLE 5 - PRECONSTRUCTION ACTIVITIES

5.1 Building and Trade Permits and Licenses

5.1.1 Local Permits.

5.1.1.1 The Contractor shall secure and pay the fees for any permits, inspections, licenses, capacity charges, or tap fees required by local authorities having jurisdiction over the Project. The Contractor shall give the A/E, Contracting Authority, and Owner reasonable notice of the date arranged for inspections.

5.1.2 National Pollutant Discharge Elimination System ("NPDES") Storm Water General Permit.

5.1.2.1 The A/E shall secure the NPDES general permit by submitting a Notice of Intent (“NOI”) application form to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction. The Contractor shall be a “co-permittee” if required under Applicable Law.

5.1.2.2 The A/E shall prepare and certify a storm water pollution prevention plan to provide sedimentation and erosion controls at the Project.

5.1.2.3 The A/E shall prepare and process the required Notice of Termination (“NOT”) prior to Contract Completion.

ARTICLE 6 - CONSTRUCTION AND CLOSEOUT

6.1 Commencement of Work on the Site

6.1.1 Unless the Contracting Authority agrees otherwise in writing, the Construction Stage will commence with the Contracting Authority’s issuance of the Notice to Proceed and will terminate upon Contract Completion.

6.2 Responsibility of the Contractor

6.2.1 The Contractor shall complete portions of the Work in the sequence and time in the Construction Progress Schedule.

6.2.2 The Contractor shall supervise the Work.

6.2.3 The Contractor must perform the Work so as not to interfere with, disturb, hinder, or delay the services of Separate Consultants or the work of Separate Contractors. The Contractor must cooperate and coordinate fully with all Separate Consultants and Separate Contractors and must freely share all of the Contractor’s Project-related information with them to facilitate the timely and proper performance of the Work and of the services and work of the Separate Consultants and Separate Contractors.

6.2.4 The Contractor must afford every Separate Consultant and Separate Contractor proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of their services and work.

6.2.5 If the Contractor damages the property or work of any Separate Consultant or Separate Contractor, or by failure

6.2.6 to perform the Work with due diligence, delays, interferes with, hinders, or disrupts the services of any Separate Consultant or the work of any Separate Contractor who suffers additional expense and damage as a result, the Contractor is responsible for that damage, injury, or expense.

6.2.7 The intent of Sections 6.2.3 through 6.2.5 is to benefit the Separate Consultants and Separate Contractors, and to demonstrate that the Separate Consultants and Separate Contractors are intended third-party beneficiaries of the Contractor’s obligations under the Contract.

6.2.8 If the proper execution or results of any part of the Work depends upon work performed or services provided by the Owner, a Separate Consultant, or a Separate Contractor, the Contractor must inspect that other work and appropriate instruments of service, and promptly report to the Contracting Authority in writing any defects or deficiencies in that other work or services that render it unavailable or unsuitable for the proper execution and results of the Work. The Contractor’s failure so to report will constitute an acceptance of the other work and services as fit and proper for integration with the Contractor’s Work except for defects and deficiencies in the other work or services that were not reasonably discoverable at the time of the Contractor’s inspection.

6.2.9 The Contractor shall not delay the Work on account of any claim, dispute, or action between the Contractor and a Separate Consultant or Separate Contractor.

6.2.10 The Contractor shall develop and keep current the Construction Progress Schedule in accordance with Section 6.5 and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule, for the A/E and Contracting Authority’s acceptance.

6.2.11 The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.

6.2.12 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the

Project, record, and report actual performance and progress, and show how it plans to coordinate and complete all remaining work by Contract Completion.

6.2.13 The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions Schedule and shall initiate revisions as required by **Section 6.5.14**.

6.2.14 The Contractor shall establish the Project's regular working hours, subject to approval by the A/E and the Owner.

6.2.15 The Contractor shall coordinate the Work with the activities and responsibilities of the A/E, Owner, and Contracting Authority to complete the Project in accordance with the Contract Documents.

6.2.16 In the event of default of the Contractor, the Contractor shall cooperate with the A/E, Contracting Authority, and Contractor's Surety to achieve the Substantial Completion date and Contract Completion.

6.2.17 The Contractor shall remove all snow and ice as may be required for reasonably safe access to the Project including, but not limited to, building entries, driveways, parking lots, and sidewalks.

6.2.18 The Contractor shall keep a daily log containing a record of weather, number of workers on Site for the Contractor, identification of equipment, Work accomplished, problems encountered, and other similar relevant data.

6.3 Construction Procedures

6.3.1 The Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures, for safety precautions and programs in connection with the Work, and for coordinating all portions of the Work.

6.3.1.1 If the Contract Documents give instructions that affect construction means, methods, manners, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of them and, except as stated below, shall be fully and solely responsible for the jobsite safety of the means, methods, manners, techniques, sequences, or procedures.

6.3.1.2 If the Contractor determines that the means, methods, manners, techniques, sequences, or procedures specified in the Contract Documents may not be safe, the Contractor shall give timely written notice to the A/E, Owner, and Contracting Authority. The Contractor shall not proceed with that portion of the Work

6.3.1.3 without further written instructions from the A/E. Any modification of the Contract shall be in accordance with **Article 7**.

6.3.2 The Contractor shall lay out and coordinate all lines, levels, elevations, and measurements for all of the Work, coordinate and verify existing conditions, and notify the A/E of discrepancies and conflicts before proceeding with installation or excavation.

6.3.3 The Contractor shall perform all cutting, fitting, or patching required for the Work and shall not endanger the Project by cutting, excavating, or otherwise altering the Project, or any part of it.

6.3.3.1 If the Contractor requires sleeves for the Work, the Contractor shall furnish and install the sleeves. The Contractor is responsible for the exact location and size of all holes and openings required to be formed or built for the Work.

6.3.3.2 The Contractor's patching shall match and blend with the existing or adjacent surface(s).

6.3.4 The Contractor shall comply with ORC Sections 3781.25 through 3781.32. In addition, before starting excavation or trenching, the Contractor shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval.

6.3.4.1 The Contractor shall give notice at least 2 business days in advance of excavation to the owners of underground utilities registered with the Ohio Underground Utility Protection Services ("OUPS" at <http://oups.org>, phone 811 or 800-362-2764), and the owners of underground utilities shown on the Drawings and Specifications who are not registered members of OUPS. The owner of an underground utility is required within 48-hours' notice to stake, mark, or otherwise designate the location of its utilities in the construction area together with its approximate depth. In the event that any underground utility owner fails to timely perform, the Contractor shall notify the A/E and contact the owner of the underground utility.

6.3.5 The Contractor shall install all Work in accordance with the Contract Documents and any installation

recommendations of the manufacturer, including required temperature and humidity limits for installation of the various materials.

6.3.6 The Contractor shall comply with all requirements and conditions of the NPDES general permit, including, but not limited to, implementing and maintaining the sedimentation and erosion control measures specified in the storm water pollution prevention plan prepared by the A/E pursuant to **Section 5.2.4**, which are related to the Work, maintaining records of its construction activities, removing materials no longer required, and taking proper action if there is a reportable quantity spill.

6.3.7 The Contractor shall communicate with the Contracting Authority and Owner through the A/E.

6.4 Construction Supervision

6.4.1 Unless waived by the Contracting Authority in writing, the Contractor shall provide continuous supervision at the Site by a competent superintendent when any Work is being performed and the Contractor's superintendent shall not be involved with any work other than the Project.

6.4.2 The Contractor's project manager and superintendent shall each have the responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's project manager or superintendent shall be binding as if given directly to the Contractor.

6.4.3 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than 10 days of the Notice to Proceed. For all Subcontracts in excess of \$200,000, and for all other Subcontracts on request from the Contracting Authority, the Contractor shall submit an outline of the qualifications and experience of the Subcontractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than 10 days before the Subcontractor is scheduled to begin Work on the Site.

6.4.3.1 The Contracting Authority may reject the Contractor or Subcontractor's proposed project manager or proposed superintendent. If the Contracting Authority does not notify the Contractor of the rejection within 30 days after receiving the required information, it shall indicate that the Contracting Authority has no objection but does not affect the Contracting Authority's rights under **Section 6.12.2** or any other provision relative to that project manager or superintendent.

6.4.3.2 If the Contracting Authority rejects the Contractor or Subcontractor's proposed project manager or proposed superintendent, the Contractor shall replace, or cause the Subcontractor to replace the project manager or superintendent (as appropriate) with someone acceptable to the Contracting Authority at no additional cost.

6.4.4 The Contractor and its Subcontractors subject to **Section 6.4.3** shall not replace their respective project managers or superintendents without prior written approval of the Contracting Authority.

6.4.4.1 If the Contractor or a Subcontractor subject to **Section 6.4.3** proposes to change its project manager or superintendent, the Contractor shall submit written justification to the Contracting Authority, along with the name and qualifications of the proposed replacement.

6.4.4.2 The procedure provided in **Section 6.4.3** shall be conducted to evaluate the Contractor or Subcontractor's (as applicable) proposed replacement project manager or superintendent.

6.5 Construction Progress Schedule

6.5.1 The Contractor shall develop the Construction Progress Schedule using commercially available, personal computer software acceptable to the Contracting Authority and shall submit all baseline and updated schedules to the A/E in the schedules' native electronic format.

6.5.2 The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.

6.5.3 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record, and report actual performance and progress, and show how it plans to coordinate and complete all remaining Work within applicable Milestones. The Project participants shall use the Construction Progress Schedule as a tool for scheduling and reporting sequenced progress of the Work. The Contractor shall provide a clear graphics legend and other data including, but not limited to, Milestone dates, constraints, and other items required by the Project, A/E, Contracting Authority, and Owner. Each submission shall show the Contracting Authority's Project number and Project name and provide a signature approval and date line for the Contractor.

6.5.4 The Contractor shall provide in each schedule: Activity identification and description for each activity broken down to a maximum duration that is appropriate for the activity, responsibility of the Contractor, Contractor's resources, and crew size for each activity, provide early start, early finish, late start, late finish dates. Each schedule shall show predecessor activities and successor activities for each activity, entry free float, total float, and percentage of completion, and identify the appropriate predecessors and successors for all related activities.

6.5.5 The Construction Progress Schedule shall show all submittal dates, review and approval durations for coordination drawings, Shop Drawings, other action submittals, and mock-up Work.

6.5.6 Within 30 days of the date of the Notice to Proceed, the Contractor shall submit to the A/E a proposed Construction Progress Schedule approved by the Contractor.

6.5.7 The Construction Progress Schedule shall be managed using early start dates and early finish dates. The Contractor must exhaust existing float before claiming additional time for a Change Order, or show that it is not possible to use float to cover the time requirements of the Change Order.

6.5.8 The Contractor's failure to timely submit and properly maintain an approved Construction Progress Schedule may result in withholding payment in accordance with **Section 9.8**.

6.5.9 For each progress meeting, the Contractor shall provide a 2- to 6-week look-ahead schedule, as appropriate for the Project.

6.5.10 On a weekly basis, the Contractor shall prepare and submit to the A/E a written report describing:

6.5.10.1 activities begun or finished during the preceding week;

6.5.10.2 activities in progress and expected completion;

6.5.10.3 activities to be started or finished in the upcoming 2 weeks, including but not limited to, the Contractor's workforce size and total resource hours associated with those activities; and

6.5.10.4 other information requested by the A/E.

6.5.11 The A/E shall attach the above information to the minutes of the weekly progress meetings.

6.5.12 The Contractor shall provide monthly Progress Status Reports to the Contracting Authority, A/E, and Owner, which shall include recommendations for adjusting the Construction Progress Schedule to meet Milestone dates and the Substantial Completion date.

6.5.12.1 If it is apparent to the A/E that the Contractor may be unable to meet critical path activities, Milestone completion dates, or the Substantial Completion date, the A/E shall direct the Contractor to submit within 3 days a recovery plan to avoid or minimize delay to the Project.

6.5.12.2 A recovery plan shall include, but is not limited to, adjustments to one or more of the following:

.1 workforce

.2 hours per shift

.3 shifts per workday

.4 workdays per week

.5 equipment

.6 activity logic

6.5.12.3 If the A/E approves the recovery plan, the Contractor shall prepare a revised Construction Progress Schedule approved in accordance with **Section 6.5.7**. If the A/E does not approve the recovery plan, the Contractor shall submit within 3 days an alternate recovery plan to the A/E in writing for review and approval in accordance with **Section 6.5.7**.

6.5.13 The Contractor shall update the Construction Progress Schedule on a monthly basis, or other interval approved by the Contracting Authority, in accordance with **Section 6.5.7**.

6.5.13.1 The updated Construction Progress Schedule approved by the Contractor shall serve as an affirmation that the Contractor can meet the requirements of the updated Construction Progress Schedule.

6.5.13.2 The Contractor shall submit a tabular copy showing all changes to the previously approved schedule including, but not limited to, logic, float, and actual start date of activities. The original or initially approved Construction Progress Schedule and all subsequent Construction Progress Schedules submitted by the Contractor, and accepted by the A/E, shall serve as an affirmation that the Contractor agrees to and can meet the applicable requirements of the updated Construction Progress Schedule.

6.5.14 The Contractor's failure to timely submit an approved, updated Construction Progress Schedule may result in withholding payment in accordance with **Section 9.8**.

6.6 Progress Meetings

6.6.1 The A/E shall schedule a weekly progress meeting for the Contractor and other Persons involved in the Project. The purpose of the progress meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.

6.6.2 The Contractor shall be represented at every progress meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents or Construction Progress Schedule.

6.6.2.1 The A/E shall notify the Contractor and other Persons involved in the Project of the time and place of the progress meeting that shall thereafter be the same day and hour of the week for the duration of the Project unless the A/E notifies the Contractor and other Persons involved in the Project of a different day and hour at least 2 days in advance.

6.6.2.2 The Contractor shall have any of its Subcontractors attend the progress meeting as determined advisable by the Contractor, or as requested by the A/E.

6.6.3 The A/E shall prepare a written report of each progress meeting and distribute the report to the Contracting Authority, Owner, and Contractor. The A/E shall not delegate the duty to prepare a written report of any progress meeting.

6.6.3.1 If any Person in attendance objects to anything in a report of a progress meeting, the Person shall notify the A/E, Contracting Authority, and any other affected Person in writing explaining the objection within 5 days.

6.6.3.2 The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response.

6.6.3.3 If the Project is administered using the State's web-based project management software, the Contractor shall receive written reports of progress meetings from the A/E through the "Meeting Minutes" business process, and issues identified during progress meetings that require resolution by one or more Project participants shall be documented through the "Action Items" business process.

6.7 Project Coordination

6.7.1 The Contractor shall prepare drawings ("Coordination Drawings") after the Contractor and appropriate Subcontractors ("Coordination Participants") **(1)** determine the sequence of the Project, **(2)** identify the areas requiring special attention ("Coordination Areas"), and **(3)** determine the need for a coordination drawing for any Coordination Area. The Contractor shall prepare the Coordination Drawings with Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") software acceptable to the Contracting Authority. The Coordination Drawings shall show the sheet metal work with plan and elevation dimensions, which specifically locate all HVAC ductwork, HVAC equipment, and HVAC piping for each Coordination Area based upon the information, discussion, and resulting consensus of the Coordination Participants during the coordination meetings.

6.7.1.1 After the Contractor completes the Coordination Drawings, the Contractor shall forward a copy of the Coordination Drawings to the A/E, Contracting Authority, and Owner.

6.7.1.2 The A/E shall review the Coordination Drawings to determine whether the Coordination Participants achieved the goals listed in **Section 6.7.1**. The A/E shall report any concerns, in writing, to the Coordination Participants within 14 days after receiving the drawings.

6.7.1.3 If the Project is administered using the State's web-based project management software, the Contractor shall submit the Coordination Drawings to the A/E, and CxA if applicable, through the "Submittals" business process.

6.8 Additional Tests and Inspections

6.8.1 If the A/E or the Contracting Authority determines that any portion of the Work requires special inspection, testing, or approval not otherwise required under the Contract Documents, the A/E shall order such inspection, testing, or approval.

6.8.1.1 If the special inspection, testing, or approval reveals Defective Work, the Contractor shall pay all

associated costs and will not be entitled to any related adjustment of the Contract Times. Those costs may include, but are not limited to:

- .1 the cost of the special inspection, testing, or approval;
- .2 the cost of additional special inspections, testing, or approvals to evaluate remedial Work;
- .3 the cost of correcting the Defective Work; and
- .4 all related Owner-incurred fees and charges of contractors, engineers, architects, attorneys, and other professionals.

6.8.1.2 The Contracting Authority may deduct the costs described under **Section 6.8.1.1** from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.8.1.3 If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the special inspection, testing, or approval, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within 7 days after the special inspection, testing, or approval.

6.8.2 If the Contractor is aware of a need for inspection, testing, or approval, or of a need to have any inspection, testing, or approval completed by a particular time to avoid delay, then the Contractor shall timely communicate such information to the A/E and Contracting Authority.

6.8.3 Except as described under **Section 6.8.1**, the Owner shall pay for any inspection, testing, or approval that did not become a requirement until after it awarded the Contract.

6.8.4 The Contractor shall coordinate with and give the A/E, Contracting Authority, and Owner reasonable notice of the anticipated dates of all inspections, testing, or approvals.

6.8.5 Within 5 days after completion of an inspection, testing, or approval, the A/E shall provide an original report/certificate of the inspection, testing, or approval to the Contractor and Contracting Authority with a recommendation for or against acceptance of the results therein.

6.9 Review of Contract Documents and Field Conditions

6.9.1 Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it.

6.9.2 If the Contractor finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, or between any of the Contract Documents and any Applicable Law, the Contractor, before proceeding with the Work, shall promptly submit a Request for Interpretation ("RFI") to the A/E for an interpretation or clarification.

6.9.2.1 Before submitting any RFI to the A/E, the Contractor shall carefully review the Contract Documents to ensure that the Contract Documents do not answer the RFI.

6.9.2.2 The A/E shall respond to an RFI within 3 days of receiving the RFI.

6.9.2.3 Any interpretation or clarification of the Contract Documents made by any Person other than the A/E, or in any manner other than writing, shall not be binding and the Contractor shall not rely upon it.

6.9.2.4 If the Project is administered using the State's web-based project management software, the Contractor shall submit RFIs to the A/E through the "Requests for Interpretation" business process.

6.9.3 If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of clarifications or instructions issued by the A/E in response to a RFI, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within 7 days of receiving the A/E's RFI response.

6.9.4 If the Contractor does not notify the A/E per **Section 6.9.3**, the Contractor will have accepted the RFI response without an adjustment to the Contract Sum or Contract Times.

6.10 Protection of the Project

6.10.1 The Contractor shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Substantial Completion of the Work.

6.10.1.1 The Contractor shall at all times cover or protect the Work.

6.10.1.2 The Contractor, at its expense, shall remove, and replace with new, any Work damaged as a result of the Contractor's failure to provide coverage or protection.

6.10.1.3 The Contractor, at its expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, trees, or turf, damaged during performance of the Work.

6.10.1.4 After the date of Substantial Completion of the Work, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.

6.10.2 The Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish, and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.

6.10.3 The Contractor shall not load or permit any part of the Project to be loaded, in any manner that endangers the Project, or any portion thereof. The Contractor shall not subject any part of the Project or existing or adjacent property to stress or pressure that endangers the Project or property.

6.10.4 The Contractor shall provide all temporary bracing, shoring, and other structural support required for safety of the Project and proper execution of the Work.

6.10.5 Vibration, Noise, and Dust Control.

6.10.5.1 The Contractor shall provide controls/barriers for vibrations, noise, and dust control in occupied buildings as required by the construction operations.

6.10.5.2 The Contractor will not be permitted to exhaust or release unfiltered air, dust, construction debris, or other undesirable products into the exterior atmosphere or into occupied areas of the building outside the Site. The Contracting Authority may limit or stop the Work if the Contractor does not maintain proper air-quality standards.

6.10.5.3 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, Work shall be scheduled for other than normal working hours. The Contractor is cautioned that weekend or overtime work, if required, shall be performed at no additional cost. Permission to work other than standard hours shall be received from the Contracting Authority prior to the occurrence. Weekend and overtime Work shall be reflected in the Construction Progress Schedule.

6.10.5.4 The Contractor is responsible for vibration control and control of transmission of noise arising from the Work. Principal considerations that shall be given to noise and vibration control are:

- .1** Noise control in compliance with Occupational Safety and Health Administration ("OSHA") requirements for the health and safety of building occupants; control shall be for all areas of the facility, including equipment rooms, boiler rooms, and fan rooms.
- .2** Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure.
- .3** Vibration control to provide for maximum usefulness of the facility by keeping levels of vibration within ranges conducive to study and work or other uses for which the facility is designed.

6.11 Materials and Equipment

6.11.1 The Contractor shall provide new materials and equipment of the quality specified in the Contract Documents.

6.11.2 The Contractor shall bring to or store at the Site only the materials and equipment required in the Work. If possible, materials and equipment should be installed in their final positions when brought to the Site.

6.11.2.1 The Contractor shall properly store and protect all materials and equipment it provides to the Project.

6.11.2.2 The Contractor shall timely remove from the Site any materials or equipment no longer required for the Work.

6.11.3 The Contractor shall not allow materials or equipment to damage the Project or adjacent property, nor to endanger any individual at or near the Site.

6.11.4 If the Contractor provides an Acceptable Component, the Contractor shall be solely responsible for the costs of coordination and modification required.

6.11.5 If the Contractor provides approved Substitutions that require changes to the Contract Documents, the Contractor shall be solely responsible for the additional costs incurred as a result, including, but not limited to, changes to the design by the A/E.

6.11.6 The A/E shall consider Requests for Substitutions after the bid opening only when the Contractor can conclusively demonstrate to the A/E the following conditions:

6.11.6.1 the specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions, through no fault of the Contractor or a Subcontractor, are not available; or

6.11.6.2 the specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions will not perform as designed or intended.

6.11.7 The Contractor's incorporation of unapproved Substitutions in the Work shall constitute Defective Work.

6.12 Labor

6.12.1 The Contractor shall maintain a sufficient workforce and enforce good discipline and order among its employees and the employees of its Subcontractors. The Contractor shall not permit employment of

individuals not skilled in tasks assigned to them.

6.12.2 The Contractor shall dismiss from the Project any individual employed by the Contractor, or a Subcontractor, who the Contracting Authority finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

6.12.3 The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, Work stoppage, or other labor disturbance. Informational pickets shall not justify any Work stoppage.

6.13 Safety Precautions

6.13.1 The Contractor shall take reasonable precautions to ensure the safety of individuals on the Project.

6.13.1.1 The Contractor is responsible for designing and implementing its own safety program, including compliance with OSHA regulations. The Contractor's safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the Owner's safety plan (if any).

6.13.2 The Contractor shall pay any fine or cost incurred because of the Contractor's violation, or alleged violation, of Applicable Law.

6.13.3 Before starting any Work, the Contractor shall submit to the Contracting Authority a copy of the Contractor's site- specific safety plan and safety manuals.

6.13.4 The Contractor shall not introduce Hazardous Materials to the Project or burn any fires on the Site.

6.13.4.1 The Contractor shall notify the Project Manager 24 hours before the start of non-routine or non-recurring hot-work. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum. At the beginning of the Project, the Contractor shall inform the Project Manager of its intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices. Similar notice shall be given in regard to the use of flammable liquids, adhesives, and cleaners.

6.13.4.2 The Contractor shall furnish an appropriate number of fire extinguishers (minimum of 1), which shall be within the immediate areas where work is being done at all times. The extinguisher shall be adequate and suitable for the class of fire likely to be caused by the Contractor's operations.

6.13.5 Work Stoppage Due to Hazardous Materials.

6.13.5.1 If the Contractor encounters material the Contractor reasonably believes to be, or contain, a Hazardous Material that has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Contracting Authority and A/E, and within 1 business day deliver written notice of the condition to the Contracting Authority and A/E.

6.13.5.2 The Contracting Authority will promptly determine the necessity of the Owner retaining a qualified environmental consultant to evaluate the suspected Hazardous Material and to issue a related written report. Where appropriate, the Owner will engage a licensed abatement contractor to remove the material or render it harmless as directed.

6.13.5.3 The Contractor shall resume Work in the affected area upon written notice from the A/E that **(1)** the

suspect material was evaluated and found not to be or contain a Hazardous Material, or **(2)** the suspect material has been removed or rendered harmless.

6.13.5.4 If the Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performing the Work in the affected area.

6.13.5.5 The term "rendered harmless" means that the level of exposure is less than any applicable exposure standards set forth in Applicable Law.

6.13.6 Safety Data Sheets.

6.13.6.1 The Contractor shall identify any material it uses at the Site with a Safety Data Sheet ("SDS") meeting the requirements of OSHA's Hazard Communication Standard (formerly known as a Material Safety Data Sheet).

6.13.6.2 The Contractor shall maintain a notebook containing all of its applicable SDSs. This notebook shall be kept at the Site for the duration of the Project.

6.14 Construction Facilities, Utilities, and Equipment

6.14.1 Facilities.

6.14.1.1 The Contractor shall provide and maintain in a clean condition suitable temporary facilities, equipment, services, and enclosed storage for its use at the Site.

6.14.1.2 The Contractor shall provide and maintain in a clean condition:

- .1 suitable facilities, equipment, and services for use by the A/E and Contracting Authority;
- .2 adequate space, equipment, and furnishings to conduct progress meetings, and store approved documents and permits; and
- .3 adequate sanitary facilities for use by all Persons at the Site.

6.14.2 Environmental Controls.

6.14.2.1 The Contractor shall protect its Work and materials from weather and damage from heat, cold, and humidity.

6.14.2.2 Until the permanent HVAC system is complete and available for use:

- .1 the Contractor shall make arrangements and pay for installation and maintenance of temporary heating and ventilating systems; and
- .2 the Contractor shall pay the costs incurred in operating the temporary heating and ventilating systems.

6.14.2.3 When the permanent HVAC system is complete and available for use:

- .1 The Contractor shall start up and maintain operation of the permanent HVAC system, including filters, and promptly remove temporary heating and ventilating systems.
- .2 If the Project consists entirely of new construction, the Contractor shall pay the costs of energy consumed in operating the permanent HVAC system until Substantial Completion.
- .3 If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of energy consumed in operating the permanent HVAC system.

6.14.2.4 From the date of Substantial Completion, the Owner shall pay the cost of operating the permanent HVAC system for the occupied portion of the Project.

6.14.2.5 If the permanent HVAC system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

6.14.3 Water and Drainage.

6.14.3.1 The Contractor shall provide water necessary for the Work until the permanent plumbing system is available for use.

6.14.3.2 The Contractor shall provide temporary drainage and dewatering necessary for the Work and shall employ pumps, trenches, drains, sumps, and other necessary elements required to provide satisfactory working conditions for the protection, execution, and completion of the Project.

6.14.3.3 The Contractor shall make arrangements and pay for installation and maintenance of temporary plumbing systems until the permanent plumbing system is available for use.

6.14.3.4 When the permanent plumbing system is complete and available for use:

- 1** The Contractor shall start up and maintain operation of the permanent plumbing systems, and make arrangements and pay for removal of temporary plumbing systems.
- 2** If the Project consists entirely of new construction, the Contractor shall pay the costs of water consumed and sewerage charges until Substantial Completion.
- 3** If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of water consumed and sewerage charges.

6.14.3.5 From the date of Substantial Completion, the Owner shall pay the costs of water consumed and sewerage charges for the occupied portion of the Project.

6.14.3.6 If the permanent plumbing system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

6.15 Progress Cleaning

6.15.1 The Contractor shall remove all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location at, or near, the Site.

6.15.2 The Contractor shall perform weekly broom cleaning of hard flooring surfaces in the area of the Work.

6.15.3 The Contractor shall remove, once each working day or as appropriate for the Project, all waste materials and rubbish from the disposal location at, or near, the Site.

6.15.4 The Contractor shall remove, as appropriate for the Project or as the A/E or Owner directs, any waste materials or rubbish from areas adjacent to the Project.

6.15.4.1 The Contractor shall dispose of waste materials, rubbish, and construction debris in a lawful manner in approved recycling facilities or landfills.

6.15.5 If the Contractor fails to clean up during the progress of the Work, the Contracting Authority may clean up on behalf of the Contractor and at the Contractor's expense. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Contracting Authority may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractor's expense.

6.15.5.1 The Contracting Authority may deduct the cleaning costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.15.6 The Contractor shall remove excavated material and spoil to a suitable off-site location approved by the Contracting Authority.

6.16 If the Owner designates a location on its property for disposal or storage of clean topsoil and/or subsoil in the Contract Documents, the Contractor shall remove such materials to the designated location. Use of Premises

6.17 Interruption of Existing Services

6.17.1 Whenever it becomes necessary to interrupt existing services in use by the Owner or its tenants, including but not limited to sewer, water, gas, and steam lines, electric, telephone, and cable service, the Contractor shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Contracting Authority.

6.17.2 Before beginning that Work, the Contractor shall apply in writing to, and receive approval in writing from, the Owner, through the A/E, to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner and its tenants.

6.18 Explosives and Blasting

6.18.1 The Contractor shall not conduct blasting on, or bring explosives to, the Site without the prior written approval of the Contracting Authority, Owner, and other authorities with jurisdiction.

6.18.2 The Contractor shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

6.18.2.1 The Contractor shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations. Immediately upon request, the Contractor shall deliver evidence of that insurance to the Contracting Authority.

6.19 Action Submittals

6.19.1 Submittal Description. Shop Drawings, Product Data, Samples, and other submittals for the A/E's review and action shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Contract Documents, unless waived by the A/E, and include, but are not limited to:

6.19.1.1 construction of the various parts, method of joinery, type of materials, grade, quality and thickness of materials, alloy of materials, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, and type and grade of finish;

6.19.1.2 capacities, types of materials and performance charts that are pertinent to the materials, and performance charts that are pertinent to the equipment item; and

6.19.1.3 wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement, and specifications.

6.19.2 Form of Submittals. The Contractor shall provide a transmittal letter, review and stamp its approval, and transmit the submittals to the A/E in accordance with the submittal schedule established by the A/E and Contractor.

6.19.2.1 The Contractor shall submit a minimum of 1 reproducible and 3 copies of Shop Drawings, and a minimum of 4 copies of any other submittal, except when using the State's web-based project management software under **Section 6.20.2.4**.

6.19.2.2 The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to communicate to the A/E the materials and equipment that the Contractor proposes to provide.

6.19.2.3 Each Sample shall be identified clearly as to materials, supplier, pertinent data as catalog numbers, the intended use, and other uses as the A/E may require enabling the A/E to review the submittal.

6.19.2.4 If the Project is administered using the State's web-based project management software, the Contractor shall submit electronic files of its submittals for review, using the "Submittals" business process.

6.19.3 Variation from Contract Documents. If the submittals show variations from the requirements of the Contract Documents, the Contractor shall specifically and clearly identify the variations in its letter of transmittal.

6.19.3.1 Variations that may affect the construction quality, cost or timeline shall be submitted by the A/E to the Contracting Authority for review, and if approved, shall be incorporated into the Work by Change Order.

6.19.3.2 The Contractor shall not be relieved of responsibility for deviations from the Contract Documents by the A/E's approval of submittals.

6.19.3.3 Submittals are not Contract Documents. In the event of conflicts between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work.

6.19.4 Contractor's Submittal Review. The Contractor shall review, and stamp "approved" all submittals before forwarding them to the A/E. If it is apparent to the A/E that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the A/E may reject the submittals.

6.19.4.1 The Contractor shall field verify conditions as necessary and make corrections of dimensions, locations of various items, encroachments of work of Separate Contractors, or variations from the requirements of the Contract Documents.

6.19.4.2 If required by the Contract Documents or Applicable Law, the Contractor shall have Shop Drawings or other submittals prepared by Persons possessing expertise and experience in an appropriate trade or profession or by a registered architect, professional engineer, or other professional.

6.19.4.3 By approving and submitting submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related to the associated Work, or shall do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.

6.19.5 A/E's Submittal Review. The A/E shall review submittals for conformity with design intent within 14 days of receiving them or in accordance with the approved submittal schedule, or other period as mutually agreed by the A/E and Contractor. The A/E's review of submittals is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.

6.19.5.1 The Contractor shall make corrections required by the A/E and resubmit the required number of corrected copies of submittals until approved, which resubmission shall be acted upon by the A/E within 14 days of receiving them, or other period mutually agreed by the A/E and Contractor.

6.19.5.2 When resubmitting corrected submittals, the Contractor shall direct the A/E's attention to revisions made by noting revisions on the resubmittal.

6.19.5.3 The Contractor shall pay all reasonable costs of the A/E, Owner, and Contracting Authority for attendant delay, interference, hindrance, or disruption of the Project due to excessive resubmittals without fault of the A/E, the Owner, or Contracting Authority. Resubmittals in excess of 2 without fault of the A/E, Owner, or Contracting Authority may be determined excessive by the Contracting Authority.

6.19.5.4 The A/E may hold Samples and other submittals used to coordinate finishes, colors, patterns, textures, or other characteristics until submittals for adjacent materials are available. The A/E shall issue a written notice to the Contractor stating that the submittal is being held, within 7 days of receiving it.

6.19.5.5 If coordinating submittals are not received within the period required for action on previously received submittals that are held in accordance with **Section 6.20.5.4**, review of the previously received submittals may be delayed.

6.19.5.6 The A/E's review shall not extend to means, methods, manners, techniques, sequences, or procedures of construction, or to safety precautions or incident programs.

6.19.5.7 The review and approval of a separate item shall not indicate approval of the assembly in which the item functions.

6.19.6 Risk of Nonpayment. The Contractor shall not commence any portion of the Work requiring Shop Drawings, Product Data, Samples, or other submittals until the submittal has been approved by the A/E. If the Contractor starts Work before the A/E's final approval of the submittal, the Contractor does so at its own risk that payment may not be approved by the Contracting Authority or made by the Owner for the related Work.

6.19.7 Equipment Statement. Shop Drawings on equipment shall include the following written statement from the manufacturer of the equipment:

6.19.7.1 "This equipment submitted for approval shall perform as specified when installed in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories as flues, breechings, piping, controls, and equipment not furnished by this manufacturer, but required as an accessory or supplement to this equipment, providing that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents."

.1 The Contractor will be deemed to have included the above statement as required even if the associated Shop Drawing does not actually contain the statement.

6.19.7.2 This equipment statement shall not be required for Samples, Product Data, and other standard submittals that are not created specifically for this Project.

6.19.8 Domestic Steel Certifications. The Contractor shall include the following written certifications on the front cover or initial sheet of each structural steel fabrication Shop Drawing, signed and dated prior to fabrication:

6.19.8.1 "Steel Fabricator Certification: The steel fabricator identified below certifies that for this project all load-bearing structural steel has been fabricated or produced, to the best of its knowledge, only from steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the steel fabricator hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99." This certification shall be followed by the name of the fabrication company, name of the company official signing the certification, the signature of that company official, and the date of that signature.

- .1 The Contractor will be deemed to have included the above certification as required even if the associated Shop Drawing does not actually contain the certification.

6.19.8.2 “Contractor Certification: The contractor identified below certifies that it has required as a condition of purchase, that for this project all load-bearing structural steel shall be fabricated and produced using, to the best of its knowledge, only steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the contractor hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99.” This certification shall be followed by the name of the Contractor company, name of the company official signing the certification, the signature of that company official, and the date of that signature.

- .1 The Contractor will be deemed to have included the above certification as required even if the associated Shop Drawing does not actually contain the certification.

6.20 Warranty

6.20.1 The Contractor warrants to the Contracting Authority and Owner that all materials and equipment furnished under the Contract shall be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to those requirements, including Substitutions not properly approved and authorized, may be considered Defective Work. If required by the A/E, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.20.1.1 If the Contractor or a Subcontractor recommends a particular product, material, system, or item of equipment for incorporation into the Project and the Owner accepts that recommendation, the above warranty includes a warranty from the Contractor to the Owner that the recommended product, material, system, or item of equipment is fit and appropriate for the associated purpose.

6.21 Uncovering the Work

6.21.1 If the Contractor covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Contracting Authority or A/E, the Contractor shall, if the Contracting Authority or A/E requests in writing, uncover that Work for observation, correct it if not in conformity with the Contract Documents, and recover it at the Contractor’s expense without adjustment of the Contract Times.

6.21.2 If the Contractor covers Work in accordance with the Contract Documents and not contrary to a request from the A/E or Contracting Authority for an opportunity to observe the Work prior to covering, the Contractor shall, if the A/E requests in writing, uncover that Work.

6.21.2.1 If the uncovered Work is Defective Work, the Contractor shall pay the costs of uncovering, correcting, and recovering the Work and shall not be entitled to an adjustment of the Contract Times.

6.21.2.2 If the uncovered Work is not Defective Work and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the uncovering and recovering of the Work, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within 7 days after the Contracting Authority or A/E observes the uncovered Work.

6.22 Correction of the Work

6.22.1 Before Substantial Completion.

6.22.1.1 If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Contracting Authority or A/E may issue a written notice to the Contractor and Contractor’s Surety directing the Contractor to correct the Defective Work or recover schedule deficiencies. Unless otherwise specified in that written notice, the Contractor shall begin to correct the Defective Work and recover the schedule deficiencies within no more than three days after the Contracting Authority issues the written notice (“72- Hour Notice”).

6.22.1.2 If the Contractor fails to promptly commence and diligently pursue correction of Defective Work or recovery of schedule deficiencies required under **Section 6.23.1.1**, the Owner may correct the Defective Work or take action to recover schedule deficiencies without giving further notice to the Contractor or Contractor’s Surety.

6.22.2 After Substantial Completion.

6.22.2.1 In addition to the Contractor’s other obligations under the Contract Documents, if any of the Work is found to be Defective Work after Substantial Completion, the Contractor shall correct it promptly after receipt

of written notice from the A/E, Contracting Authority, or Owner to do so, unless the Contracting Authority and Owner have previously acknowledged and accepted the Defective Work in writing. The A/E, Contracting Authority, or Owner may send a copy of the written notice to the Contractor's Surety, but are not obligated to do so.

6.22.2.2 During the Correction Period. If the Contracting Authority or Owner issues a notice under **Section 6.23.2.1** during the Correction Period, the Owner may correct the Defective Work itself without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 7 days after the Contracting Authority or Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.23.2.3 The Correction Period:

- 1** commences on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy;
- 2** relates only to the Contractor's specific obligation and opportunity to correct the Work during the Correction Period;
- 3** does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents;
- 4** has no relationship to the time within which the State or Owner may seek to enforce the Contract;
- 5** does not establish a period of limitation within respect to the commencement of litigation to establish the Contractor's liability under the Contract or otherwise; and
- 6** shall not be extended by corrective Work performed by the Contractor under this **Section 6.23.2**.

6.23.2.4 After the Correction Period. If the Owner issues notice under **Section 6.23.2.1** after expiration of the Correction Period, the Owner may correct the Defective Work without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 14 days after the Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.23.3 Emergency Correction of Defective Work.

6.23.3.1 Notwithstanding any other provision of the Contract to the contrary, if in the Contracting Authority or Owner's opinion the Defective Work presents a threat of imminent harm or danger to people, property, or the environment, the Contracting Authority or Owner may order the Contractor to immediately correct Defective Work or the Owner may correct the Defective Work itself without any prior notice to the Contractor or Contractor's Surety.

6.23.4 Responsibility for Costs of Correction.

6.23.4.1 The Contractor shall pay all of the costs and damages associated with the correction of Defective Work and the recovery of schedule deficiencies under this **Section 6.23**. Those costs and damages may include, but are not limited to, the related fees and charges of contractors, engineers, architects, attorneys, and other professionals; and the cost of correcting or replacing adjacent work. The Contracting Authority may deduct those costs and damages from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.24 Acceptance of Defective Work

6.24.1 The Owner may accept any Defective Work instead of requiring its removal or correction, in which case the Contract Sum must be equitably reduced as described under **Article 7**.

6.24.1.1 The Owner may only accept Defective Work though a deduct Change Order that makes explicit reference to this **Section 6.24**.

6.24.2 None of the following will constitute **(1)** acceptance of Defective Work, **(2)** a release of the Contractor's obligation to perform the Work in accordance with the Contract, or **(3)** a waiver of any rights set forth in the Contract or otherwise provided by Applicable Law:

- 6.24.2.1** observations or inspections by the Owner, Contracting Authority, or A/E;
- 6.24.2.2** the making of any payment;
- 6.24.2.3** Substantial Completion or the issuance of a Certificate of Substantial Completion;

- 6.24.2.4** Partial Occupancy and the Owner's use or occupancy of the Work or any part of it;
- 6.24.2.5** Contract Completion or the issuance of a partial or final Certificate of Contract Completion;
- 6.24.2.6** any review or approval of a submittal;
- 6.24.2.7** any inspection, test, or approval by other Persons; or
- 6.24.2.8** any correction of Defective Work by the Owner.

6.25 Project Document Maintenance and Submittal

6.25.1 During Construction.

6.25.1.1 The Contractor shall maintain in good order at a secure location on the Site:

- .1** a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; warranties; RFIs and responses thereto; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines; and
- .2** a set of Drawings and Specifications, approved in accordance with **Section 5.2.1.1**, and the records required by **Section 6.2.17**.

6.25.1.2 Before submitting each Contractor Payment Request, the Contractor shall record all changes on the Contract Documents, neatly in a contrasting color, noting new information not shown on the original Contract Documents. Failure to record all changes may cause payment to be withheld or delayed by the Contracting Authority.

6.25.1.3 The Contractor shall keep a record of changes made to the Specifications, noting particularly any approved variation from manufacturer's installation instructions and recommendations.

6.25.1.4 If the Contractor uses Shop Drawings to indicate as-built conditions, the Contractor shall cross-reference the Shop Drawing sheet numbers to the corresponding sheet numbers on the Contract Documents. The Contractor shall note related numbers where applicable.

6.25.1.5 The Contractor shall at all times permit access to the documents described in this **Section 6.25.1** to authorized representatives of the State, local authorities having jurisdiction, Contracting Authority, Owner, and A/E.

6.25.2 Before Contract Completion.

6.25.2.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to the A/E.

6.25.2.2 The Contractor's As-Built Documents submission shall include, but is not limited to:

- .1** Certificate of Occupancy;
- .2** inspection certificates for pressure piping, elevator, boiler, electrical, plumbing or piping purification, etc.;
- .3** Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;
- .4** Operation and Maintenance Manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;
- .5** neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;
- .6** detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;
- .7** assignment to the Owner of all warranties and guarantees, including the most-recent address and telephone number of any Subcontractors or manufacturers;
- .8** an affidavit to certify that all Subcontractors have been paid in full for all Work performed or materials furnished for the Project;
- .9** final certified payroll reports; and
- .10** an affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have

complied with all requirements of ORC Chapter 4115.

6.25.2.3 By submitting the As-Built Documents to the A/E, the Contractor certifies that its As-Built Documents are complete, correct, and accurate.

6.25.3 Record Documents.

6.25.3.1 The A/E shall revise the original Contract Documents and related electronic files with the information contained on the As-Built Documents. The A/E shall label the revised original Contract Documents and related electronic files as "Record Documents" and reflect the date of the A/E's incorporation of the As-Built Documents.

6.25.3.2 The Owner may thereafter use the Record Documents for any purpose relating to the Project including, but not limited to, additions to or completion of the Project.

6.26 Final Cleaning

6.26.1 Before requesting the Substantial Completion inspection of the Work, the Contractor shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.26.2 If the Contractor performs any Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.26.3 Final cleaning shall be done to the reasonable satisfaction of the A/E and Contracting Authority.

6.27 Substantial Completion

6.27.1 Contractor's Punch List.

6.27.1.1 When the Contractor considers the Work, or a designated portion thereof, Substantially Complete the Contractor shall inspect the Work and prepare a list of Defective Work and incomplete or unacceptable Work ("Contractor's Punch List"). The Contractor shall list all items of Work not in compliance with the Contract Documents, including items the Contractor is requesting to be deferred.

- 1** The Contractor shall proceed to correct all items listed on the Contractor's Punch List and certify that the incomplete items listed on the Contractor's Punch List are to its knowledge an accurate and complete list by signing the Contractor's Punch List.
- 2** The Contractor's failure to include an item on the Contractor's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.
- 3** The Contractor shall submit the signed Contractor's Punch List to the A/E, together with a request for the Substantial Completion inspection of the Work.

6.27.1.2 If the Project is administered using the State's web-based project management software, the Contractor shall submit the Contractor's Punch List, using the "Punch List" business process.

6.27.2 Substantial Completion Inspection.

6.27.2.1 Within 3 business days after receipt of the request for the Substantial Completion inspection of the Work, the A/E shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

- 1** Within 7 days after its acceptance of the Contractor's request, the A/E shall conduct the Substantial Completion inspection to determine whether the Work, or designated portion, is in conformity with the Contract Documents and Substantially Complete. The A/E shall notify the Contractor, Contracting Authority, and Owner of the scheduled time of the inspection.
- 2** If the A/E determines that the Work is Substantially Complete, within 3 business days after the Substantial Completion inspection, the A/E shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work ("A/E's Punch List"). The A/E's Punch List shall include **(1)** the items on the Contractor's Punch List that are not yet completed or corrected as of the date of the Substantial Completion inspection, and **(2)** comments from the Contracting Authority and Owner.
- 3** The A/E shall submit the Certificate of Substantial Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance and consent of the Contractor's Surety, and subject to the Owner's right to withhold payment, the Owner shall release retainage as described under **Section 9.7.2.**
- 4** The A/E's failure to include an item on the A/E's Punch List shall not alter the Contractor's

responsibility to complete the Work in accordance with the Contract Documents.

- 5 If the A/E accepts the request and subsequently determines that the Work is not Substantially Complete, the A/E may request compensation for expenses related to excessive Punch List activities. The Contracting Authority may deduct that additional compensation to the A/E from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.27.3 Completion of Punch List Items.

6.27.3.1 Within 30 days after the date of Substantial Completion and before the date of Final Contract Completion, the Contractor shall complete all items on the A/E's Punch List. After completing all items on the A/E's Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the A/E.

- .1 If Work on the A/E's Punch List cannot be timely completed, the Contractor shall justify in writing to the reasonable satisfaction of the Contracting Authority and A/E, the reasons the items cannot be completed, and the Contractor may propose, for the Contracting Authority and A/E's approval, a time when the Contractor shall complete those items.
- .2 Within 3 business days after receipt of the request for the Final Inspection of the Work, the A/E shall complete a Final Inspection of the Work for compliance with the Contract Documents.
- .3 If multiple inspections of items on the A/E's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall pay any additional costs incurred by the A/E, Owner, and Contracting Authority resulting from any attendant delay. The Contracting Authority may deduct those additional costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.27.3.2 If the Project is administered using the State's web-based project management software, the Contractor shall receive the A/E's Punch List and submit its written request for Final Inspection of the Work, using the "Punch List" business process.

6.28 Contract Completion

6.28.1 Partial Contract Completion.

6.28.1.1 When items of Work cannot be completed until a subsequent date, the A/E shall prepare a partial Certificate of Contract Completion that shall include a detailed list of the deferred Work and the date(s) by which the Contractor will complete that Work.

6.28.1.2 The A/E shall submit the partial Certificate of Contract Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance of the partial Certificate of Contract Completion and consent of the Contractor's Surety, the Contracting Authority may release payment to the Contractor, as determined in the sole discretion of the Contracting Authority.

6.28.2 Final Contract Completion.

6.28.2.1 When all items on the A/E's Punch List have been completed to the satisfaction of the A/E, all requirements of the Contract Documents have been completed, and the provisions of **Sections 6.25** through **6.29** have been fulfilled, the A/E shall prepare and recommend execution of a final Certificate of Contract Completion.

6.28.2.2 The date that the Contracting Authority executes the final Certificate of Contract Completion is the date of Contract Completion.

ARTICLE 7 - MODIFICATIONS

7.1 General

7.1.1 Changes in the Work.

7.1.1.1 The Contracting Authority may order changes in the Work without invalidating the Contract. Subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents, a change in the Work may be accomplished by a Change Order, Change Directive, or order for a minor change in the Work.

- .1 The Contractor shall proportionately increase the amount of the Bond whenever the

Contract Sum is increased.

- 2 If notice of any change affecting the Contract is required by the provision of any Bond, notice is the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

7.1.1.2 The Contractor shall not proceed with any change in the Work without the Contracting Authority's prior written authorization except as provided under **Sections 1.10 and 7.5**.

7.1.1.3 Except as provided in **Section 1.10**, the Contractor's failure to obtain prior written authorization for a change in the Work constitutes a waiver by the Contractor of an adjustment to the Contract Sum or Contract Times, or both, for the related Work.

7.1.1.4 The Contractor shall perform all changes in the Work under the applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the change unless otherwise provided in the Change Order, Change Directive, or order for a minor change in the Work.

7.1.2 Paperwork Consolidation.

7.1.2.1 Related Modifications, with the same or similar justification (e.g., Owner Request or field resolution), may be consolidated into the same Change Order.

7.1.2.2 Add and deduct Modifications, with the same or similar justification, may be included on the same Change Order.

7.1.2.3 Modifications resulting from errors or omissions shall not be combined with other modifications for which the A/E will receive a fee.

7.1.3 Modification Numbering.

7.1.3.1 The A/E shall assign a number to each Modification, which shall uniquely identify it.

7.1.3.2 The A/E shall not duplicate or reuse any number throughout the Project or reuse assigned numbers for Proposal Requests that are initiated but cancelled in process.

7.1.3.3 The number for each Change Order shall be coordinated with any associated Proposal Request or Change Directive.

7.1.4 Modification Log.

7.1.4.1 The A/E shall create and maintain a Modification Log for the Project, which shall contain the following minimum information:

- .1 number of the Modification;
- .2 a brief description of the Modification;
- .3 cost of the Modification;
- .4 schedule impact of the Modification; and
- .5 dates sent to, and received from, the parties.

7.1.5 Reconciliation of Unit Price Items.

7.1.5.1 The Contracting Authority may increase, decrease, or delete entirely the scheduled quantities of Work to be performed and materials to be furnished by Change Order.

7.1.5.2 The A/E shall issue a Change Order to reconcile the difference between the scheduled and actual quantities of Work performed and materials furnished.

7.1.5.3 If the actual quantity of a Unit Price item differs from the scheduled quantity by 20 percent or more, so that application of the Unit Price to the quantities of Work proposed would create an undue hardship on either the Owner or Contractor, the A/E shall issue a Proposal Request and subsequent Change Order to adjust the Unit Price.

- .1 If a Unit Price is adjusted as described under **Section 7.1.5.3**, the new Unit Price will only apply to the units of Work performed that are **(1)** less than the 20 percent threshold if the Unit Price is changed on account of an over-estimation of the scheduled quantity of a Unit Price item involved in the Work or **(2)** in excess of the 20 percent threshold if the Unit Price is changed on account of an under-estimation of the scheduled quantity of a Unit Price item involved in the Work.

7.1.5.4 If the actual quantity of a Unit Price item exceeds the scheduled quantity by 20 percent or more, the Contractor shall immediately notify the A/E, who shall issue a Change Directive and subsequent Change Order to authorize an adjustment in the scheduled quantity.

7.2 Change Order Procedure

7.2.1 A Change Order is a written instrument prepared by the A/E and executed by the Contracting Authority and Contractor, stating their agreement upon all of the following:

7.2.1.1 a change in the Work;

7.2.1.2 the amount of the adjustment of the Contract Sum, if any; and

7.2.1.3 the extent of the adjustment of the Contract Times, if any.

7.2.2 Except with the Contracting Authority's written consent as explicitly provided under **Section 7.4.8**, the Contractor is not entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Times, or both, after the Contractor signs the Change Order. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described in **Section 7.2.1** are completely satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Times, or both, at a later date with respect to the associated change in the Work including without limitation on account of the "cumulative impact" of the associated change in the Work in combination with one or more other changes in the Work.

7.2.3 The A/E shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

7.2.4 If the Contractor is in agreement with the Change Order under **Section 7.2.1**, the Contractor shall sign and return the Change Order to the A/E within 3 days after receiving it.

7.2.4.1 If the Project is administered using the State's web-based project management software, the Contractor shall indicate its agreement with the Change Order using the "Change Order" or "Contract Modifications" business process.

7.2.5 When the A/E receives the Change Order signed by the Contractor, the A/E will recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

7.2.6 When the Owner receives the Change Order, the Owner may sign the form accepting the Change Order, attach certification of funding, and transmit the Change Order to the Contracting Authority; or, if the Owner does not accept the Change Order, the Owner will reject and return it to the A/E.

7.2.7 When the Contracting Authority receives the Change Order, the Contracting Authority may sign the form approving the Change Order, and transmit the fully executed Change Order to all signers; or, if the Contracting Authority does not accept the Change Order, the Contracting Authority will reject and return it to the A/E.

7.2.8 When the Change Order is signed by the Contractor, A/E, Owner, and Contracting Authority, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in the Work.

7.3 Initiation of Change Orders

7.3.1 Proposal Request.

7.3.1.1 The A/E shall prepare and issue a Proposal Request to the Contractor to obtain the Contractor's Proposal for the adjustment of the Contract Sum or the Contract Times, or both, associated with a contemplated Modification.

- .1** In any Proposal for an adjustment of the Contract Sum, the Contractor shall specifically identify the items set forth in **Section 7.7**.
- .2** In any Proposal for an adjustment of the Contract Times, the Contractor shall specifically identify the items set forth in **Section 7.8**.
- .3** The Contractor's cost of preparing and providing Proposals is included in the Contract Sum.

7.3.1.2 The Contractor shall respond with a Proposal to the A/E and Contracting Authority within 14 days after receiving the Proposal Request. The allowable time for the Contractor's response may be extended by written agreement of the Contractor and A/E.

7.3.1.3 The Contractor shall hold the Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and Contracting Authority. The time limits described under this **Section 7.3.1.3** apply only to Proposals submitted in response to a Proposal Request.

7.3.1.4 A Proposal may be accepted by the Contracting Authority only through a Change Order. A Proposal Request does not authorize the Contractor to proceed with a change in the Work.

7.3.1.5 If the Contractor does not timely submit a Proposal within the time required in **Section 7.3.1.2**, the Contractor waives its right to an adjustment to the Contract Sum or Contract Times, or both, associated with the contemplated change in the Work.

7.3.1.6 If the Project is administered using the State's web-based project management software, the Contractor shall respond to a Proposal Request issued by the A/E with its Proposal using the "Change Order" or "Contract Modifications" business process.

7.3.2 Request for Change Order.

7.3.2.1 The Contractor may initiate a change in the Work by submitting written notice to the A/E accompanied by a Proposal meeting the requirements of **Section 7.3.1**.

7.3.2.2 If the Project is administered using the State's web-based project management software, the Contractor shall initiate its Request for Change Order using the "Change Order" or "Contract Modifications" business process with the "Request for Change Order" workflow.

7.4 Change Directives

7.4.1 A Change Directive is a written order prepared by the A/E and executed by the Contracting Authority directing a change in the Work and may, if necessary:

7.4.1.1 state a proposed basis for adjustment, if any, in the Contract Sum or Contract Times, or both; or

7.4.1.2 limit the scope of the change in the Work on a time and materials basis, not to exceed a fixed adjustment of the Contract Sum.

7.4.2 If a change in the Work must start immediately to avoid an imminent impact to the schedule of the Project, the A/E may prepare a Change Directive for the Contracting Authority's and the Owner's signatures pursuant to **Section 7.4.1**, authorizing the Contractor to proceed.

7.4.3 A Change Directive shall be used to direct a change in the Work in the absence of total agreement on the terms of a Change Order.

7.4.3.1 For the purposes of clarity, the Contract refers to a Change Directive as if it is only to be used in the absence of total agreement on the terms of a Change Order concerning the associated change of the Work. A Change Directive may also be used in the absence of agreement as to whether the subject of the Change Directive actually constitutes a change in the Work; such as the situation described under **Section 7.5.3**.

7.4.4 Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work involved.

7.4.5 The Contractor may sign the Change Directive to accept the proposed basis for adjustment, if any, of the Contract Sum or Contract Times, or both. Thereafter, the A/E shall prepare, and the A/E, Contracting Authority, Owner, and Contractor shall promptly execute an associated Change Order as described under **Section 7.2**.

7.4.6 Within 14 days after receiving the Change Directive, the Contractor shall respond with a Proposal meeting the requirements of **Section 7.3.1** to the A/E and Contracting Authority for adjustment of the Contract Sum or Contract Times, or both, on account of the change, unless the Change Directive is performed on a time and materials basis under **Section 7.4.1.2**. If the Change Directive is performed on a time and materials basis, the Contractor shall submit its Proposal within 7 days after completing the Work.

7.4.6.1 The Proposal for the adjustment of the Contract Sum, if any, shall include: (1) written documentation as described under **Section 7.7**; and (2) a written statement from the Contractor that the proposed adjustment is the entire adjustment in the Contract Sum associated with the change.

7.4.6.2 The Proposal for the change in the Contract Times, if any, shall include: (1) written documentation as described under **Section 7.8**; and (2) a written statement from the Contractor that the proposed adjustment is the entire adjustment of the Contract Times associated with the change.

7.4.7 If the Contractor does not respond to a Change Directive as required under **Section 7.4.5** or **Section 7.4.6**, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within 10 days of the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

7.4.8 Pending final determination of the total adjustment of the Contract Times on account of a Change

Directive, the period of time not in dispute for that change in the Work may be included in the Construction Progress Schedule accompanied by a Change Order indicating the parties' agreement with part or all of the time adjustment.

7.4.9 If the Contracting Authority, Owner, and Contractor agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive, the A/E shall prepare an appropriate Change Order within 7 days after receiving the Contractor's Proposal. The A/E, Contracting Authority, Owner, and Contractor shall promptly sign the Change Order as described under **Section 7.2**.

7.4.10 If the Contracting Authority, Owner, and Contractor do not agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive within 60 days after the Change Directive is issued, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within 10 days of the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

7.4.11 If the Project is administered using the State's web-based project management software, the Contractor shall respond to a Change Directive issued by the A/E with its Proposal using the "Change Order" or "Contract Modifications" business process.

7.5 Minor Changes in the Work

7.5.1 The A/E may order minor changes in the Work not involving adjustment of the Contract Sum or extension of the Contract Times and not inconsistent with the intent of the Contract Documents. Those changes shall be affected by written order issued to the Contractor.

7.5.2 The Contractor shall promptly carry out each order for a minor change in the Work if the Contractor agrees that the order does not involve adjustment of the Contract Sum or Contract Times, or both.

7.5.3 If the Contractor reasonably believes that it would be entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of an order for a minor change in the Work, the Contractor, within 3 business days after receiving the order, shall give the Contracting Authority and A/E written notice of the Contractor's position, and not proceed with the subject Work without first receiving a Change Directive or Change Order related to it.

7.5.4 The Contractor waives its right to an adjustment of the Contract Sum or Contract Times on account of an order for a minor change in the Work by:

7.5.4.1 starting the Work that is the subject of the order for a minor change in the Work; or

7.5.4.2 failing to give the notice described under **Section 7.5.3** within 3 business days after receiving the order for a minor change in the Work.

7.5.5 If the Project is administered using the State's web-based project management software, the order for a minor change in the Work shall be documented through the "Action Items" business process.

7.6 Differing Site Conditions

7.6.1 If the Contractor encounters a Differing Site Condition, the Contractor shall stop Work on that Differing Site Condition and give immediate written notice of the condition to the A/E and Contracting Authority.

7.6.1.1 The Contractor's failure to give notice of the Differing Site Condition as required under this **Section 7.6.1** shall constitute an irrevocable waiver of any associated Claim.

7.6.1.2 The written notice of a Differing Site Condition under this **Section 7.6.1** shall be required before the notice of Claim under **Article 8**.

7.6.2 Promptly after receiving notice from the Contractor under **Section 7.6.1**, the A/E shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The A/E shall give written notice of its determination to the Contracting Authority and Contractor within 10 days after completing the investigation. If the A/E determines that the Contractor has encountered a Differing Site Condition and the Contracting Authority agrees with the A/E's determination, the A/E shall process an appropriate Change Order.

7.6.3 If the A/E determines that the Contractor has encountered a Differing Site Condition, but the Contracting Authority disagrees with the A/E's determination, the A/E shall process an appropriate Change Directive

through which the Contracting Authority may convey its disagreement with the A/E's determination.

- 7.6.4 If the A/E determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor must initiate a Claim under **Article 8** within 10 days of the date that the A/E issues its determination.

7.7 Change Order Cost or Credit Determination

7.7.1 General.

7.7.1.1 The maximum cost or credit resulting from a change in the Work shall be determined as described below.

- .1 Proposals shall include the information required by **Section 7.7.1.4**.
- .2 A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order.
- .3 The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.

7.7.1.2 The Contractor shall not assign any portion of the Work to another Person whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.

7.7.1.3 The Contracting Authority may require notarized invoices for material costs and may audit the records of the Contractor and Subcontractors.

7.7.1.4 For each change in the Work, the Contractor shall furnish a detailed Proposal itemized on the **Proposal Worksheet Summary Form (Contractor)** published by the Ohio Facilities Construction Commission through which the Contractor shall document the related changes in the Contract Sum as described under

Section 7.7.2. Any Subcontractor pricing shall be itemized on the appropriate **Proposal Worksheet Summary Form**.

7.7.1.5 **Section 7.7.2** establishes the exclusive and maximum amount that the Owner shall pay for any Change Order, including, but not limited to, all amounts for interference with, delay, hindrance, disruption, or impact of the Work ("Pricing Criteria"). These Pricing Criteria also govern the value of deduct Change Orders and the Contractor's entitlement to additional compensation or damages through the Claims and dispute resolution processes on account of changes in the Work. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed in **Section 7.7.2**.

7.7.2 Pricing Criteria.

7.7.2.1 **Contractor Personnel Costs:** The Contractor's on-Site management (including supervision and administrative personnel) not subject to prevailing wage under ORC Chapter 4115. These costs will be calculated on an hourly basis according to the rates acceptable to the Contracting Authority.

- .1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of Contractor Personnel Costs unless the Contractor actually incurs additional Contractor Personnel Costs solely on account of the associated change in the Work.
- .2 Under no conditions will the increase under this **Section 7.7.2.1** exceed those additional Contractor Personnel Costs the Contractor actually incurs.

7.7.2.2 **Labor:** Field labor directly involved in the Work based upon the actual rate of pay to the worker. If the Project is subject to payment of prevailing wage rates, field labor shall be paid according to the relevant classification of labor as established in the applicable prevailing wage determination for the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.

- .1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of labor costs unless the Contractor actually incurs additional labor costs solely on account of the associated change in the Work.
- .2 Under no conditions will the increase under this **Section 7.7.2.2** exceed those additional labor costs the Contractor actually incurs.
- .3 The cost for supervision above the level of working forepersons (such as general forepersons, superintendent, project manager, etc.) is included in the adjustment under **Section 7.7.2.1** for the Contractor and under **Section 7.7.2.10** for Subcontractors.

7.7.2.3 **Fringes:** Fringe benefit credit for labor provided under **Section 7.7.2.2** is only allowable for prevailing wage fringe benefits pursuant to ORC Chapter 4115, including, but not limited to, Health and Welfare, vacation, apprenticeship training, and certain types of pension plans. The parties shall defer to the Ohio

Department of Commerce's policy on which benefits are granted fringe benefit credit. Each fringe benefit for which credit is requested shall be calculated on an hourly basis and listed as a separate line item. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification, including labor provided by Subcontractors.

7.7.2.4 Allowable Payroll Expenses: Allowable payroll expenses for labor provided under **Section 7.7.2.2** including payroll taxes as well as other benefits that are required by Applicable Law, such as federal and state Unemployment and Workers' Compensation shall each be a separate line item and shall not be credited for compliance with ORC Chapter 4115.

7.7.2.5 Equipment Rentals: All charges for certain non-owned heavy or specialized equipment at up to 100 percent of the documented rental cost. No rental charges shall be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance and weather delays shall not be allowed. The contractor shall submit copies of actual paid invoices to substantiate rental costs.

7.7.2.6 Owned Equipment: All charges for certain heavy or specialized equipment owned by the Contractor or Subcontractor performing the Work at up to 100 percent of the cost listed by the current edition of the Associated Equipment Distributors' *AED Green Book* heavy equipment rental rates. No recovery shall be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the Work shall be the basis for the pricing. Downtime due to repairs, maintenance, and weather delays shall not be allowed.

7.7.2.7 Trucking: A reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment. Charges for use of a pick-up truck shall not be allowed.

7.7.2.8 Materials: The actual cost (including all discounts, rebates or related credits) of all materials incorporated into the changed Work. Documentation shall show costs, quantities, or Unit Prices of all items, as appropriate.

- .1 The cost or credit for reusable materials (e.g., concrete form lumber, shoring, or temporary enclosures) shall be limited to 33 percent of the material cost for each use.

7.7.2.9 Contractor's General Conditions Costs: The Contractor's General Conditions Costs to the extent attributable to an associated change in the Contract Time for achievement of Substantial Completion resulting from the change in the Work.

- .1 In no event shall the Contract Sum adjustment per day of Contract Time adjustment exceed an amount equal to (1) the sum of the General Conditions Costs line items in the Contractor's Schedule of Values approved by the Contracting Authority, (2) divided by the total number of days of the original Contract Time for achievement of Substantial Completion.
- .2 The Contractor shall (1) exclude the Bond premium from the Schedule of Values for the purposes of the calculation under **Section 7.7.2.9.1**, and (2) include the actual adjustment of the Bond premium attributable to an associated change in the Contract Sum.
- .3 If the Contractor purchases the builder's risk insurance for the Project, the Contractor shall (1) exclude the builder's risk insurance premium from the Schedule of Values for the purposes of the calculation under **Section 7.7.2.9.1**, and (2) include the actual adjustment of the builder's risk insurance premium attributable to an associated change in the Contract Sum.

7.7.2.10 Subcontractor Overhead and Profit: Adjustment of the Contract Sum on account of a change in Subcontractor-performed Work shall include the Subcontractor's aggregate overhead and profit allowance equal to 15 percent of the sum of the Subcontractor's costs described under **Sections 7.7.2.2 through 7.7.2.8** that are associated with that changed Work.

- .1 The allowance applies to each Subcontractor tier.
- .2 The allowance covers: the costs required to schedule and coordinate the Work, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering), all other home office expense, legal services, travel, and parking expenses.
- .3 An exception is allowed for shop or engineering labor on items in **Section 7.7.2.10.2**, which shall not be subject to Prevailing Wage rates for steel fabricators, sheet metal fabricators, and sprinkler system fabricators performing work off-site. Recovery for these matters shall be allowed on an hourly basis under items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4** of these Pricing Criteria.
- .4 An exception is allowed for field supervision labor on items in **Section 7.7.2.10.2**, for those portions of

the Change Order Work that will be performed, or was performed, at times when the superintendent is not required to be on site under **Section 6.4**, including but not limited to overtime hours due to acceleration and extensions of the Contract Times. Recovery for this matter will be allowed on an hourly basis under items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4** of these Pricing Criteria.

7.7.2.11 Contractor's Fee: Adjustment of the Contract Sum on account of a change in the Work shall include an allowance for the Contractor's Fee equal to 10 percent of the sum of the costs described under **Sections 7.7.2.1 through 7.7.2.10** that are associated with that changed Work.

7.7.2.12 Miscellaneous: Adjustment of the Contract Sum on account of a change in Work may include the following costs with no allowance for Contractor's Fee under **Section 7.7.2.11** or Subcontractor overhead and profit under **Section 7.7.2.10**.

- 1 The premium portion only for approved overtime (labor and fringes). The straight time portion is included in items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4**.
- 2 State sales tax shall be allowed on items as defined by **Section 12.7**.

7.7.3 Costs that shall not be reimbursed for Change Order Work include the following:

7.7.3.1 Voluntary employee deductions including, but not limited to, deductions for charitable donations or U.S. savings bonds.

7.7.3.2 Employee profit sharing.

7.8 Time Extension

7.8.1 Every adjustment of the Contract Times associated with any change in the Work shall be determined as provided in this **Section 7.8**, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, or disruption of the Work. This **Section 7.8** also governs time adjustments for deduct Change Orders and the Contractor's entitlement to additional time through the claims and dispute resolution processes on account of changes in the Work.

7.8.2 The Contractor shall substantiate all changes in the Contract Times with:

- 7.8.2.1** a written description of the nature of the interference, disruption, hindrance or delay;
- 7.8.2.2** identification of Persons and events responsible for the interference, disruption, hindrance or delay;
- 7.8.2.3** date, or anticipated date, of commencement of the interference, disruption, hindrance or delay;
- 7.8.2.4** identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;
- 7.8.2.5** anticipated duration of the interference, disruption, hindrance or delay and of any remobilization period;
- 7.8.2.6** specific number of days of extension requested and specific number of days for remobilization requested;
- 7.8.2.7** recommended action to avoid or minimize any future interference, disruption, hindrance or delay; and
- 7.8.2.8** a detailed written proposal as described under **Section 7.7** for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

7.8.3 Critical Path. Time extensions shall depend upon the extent to which the Work on the critical path of the Construction Progress Schedule is affected, if applicable.

7.8.3.1 A Change Order granting a time extension may provide that the Contract Times shall be extended for only those specific elements so interfered with, disrupted, hindered, or delayed and related remobilization and that remaining Milestone dates shall not be altered and may further provide for adjustment of Liquidated Damages.

7.9 Examination and Audit of Contractor's Records

7.9.1 The Contracting Authority and Owner may examine all books, records, documents and other data of the Contractor and its Subcontractors related to the bidding, pricing, or performance of the Work for the purpose of evaluating any Contractor Payment Request, Proposal, Modification, or Claim.

7.9.2 The above referenced materials shall be made available at the office of the Contractor or Subcontractor, as applicable, at all reasonable times for inspection, audit, and reproduction until the expiration of 6 years after the date of Substantial Completion of all Work.

7.9.2.1 The Contractor shall maintain, and require its Subcontractors to maintain, complete and accurate business records at its principal place of business. If the principal place of business is greater than 50 miles from the Site, the Contractor shall timely make records available, and shall require its Subcontractors to timely make records available, at the office of the Contracting Authority or Owner upon request for the records.

7.9.3 To the extent that the Contractor or Subcontractor, as applicable, informs the Contracting Authority or Owner in writing that any documents provided to the Contracting Authority or Owner are trade secrets, the Contracting Authority or Owner shall treat these documents, to the extent permitted by law, as trade secrets of the Contractor or Subcontractor, as applicable.

7.9.3.1 If a dispute arises with any other Person about whether that Person should be given access to the documents, the Contractor or Subcontractor as applicable, shall indemnify the Contracting Authority and Owner against all costs, expenses, and damages, including but not limited to attorneys' fees, incurred or paid by reason of that dispute.

7.9.4 The right of inspection, audit, and reproduction extends to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

7.9.5 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Contracting Authority or Owner for a period of 6 years from the date of any applicable final settlement or payment, as applicable.

7.9.6 Records that relate to disputes, litigation, or settlement of Claims arising out of the performance of the Work shall be made available until the dispute, litigation or Claims have been finally decided or settled.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 Initiation of a Claim

8.1.1 Every Claim shall accrue upon the date of occurrence of the event giving rise to the Claim.

8.1.2 Except as provided under **Section 1.10**, the Contractor shall initiate every Claim by giving written notice of the Claim to the A/E and Contracting Authority within 10 days after occurrence of the event giving rise to the Claim, with the following exceptions:

8.1.2.1 The 10-day time limit on initiating a Claim arising from a determination of the Contracting Authority concerning a Change Directive begins to run on the date that the Contracting Authority issues its determination under **Section 7.4.7** or **Section 7.4.10**, as applicable.

8.1.2.2 The 10-day time limit on initiating a Claim arising from the response of the A/E to a RFI begins to run on the date that the A/E issues the A/E's response to the RFI.

8.1.2.3 The 10-day time limit on initiating a Claim arising from the A/E's determination concerning a Differing Site Condition begins to run on the date that the A/E issues the A/E's determination under **Section 7.6**.

8.1.3 The Contractor's written notice of a Claim shall provide the following information to permit timely and appropriate evaluation of the Claim, determination of responsibility, and opportunity for mitigation:

8.1.3.1 nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with **Section 7.7** and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor;

8.1.3.2 identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, or delay;

8.1.3.3 identification of activities on the Construction Progress Schedule that will be affected by the impact or new activities that may be created and the relationship with existing activities;

8.1.3.4 anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period; and

8.1.3.5 recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

8.1.4 The Contractor's failure to initiate a Claim as and when required under this **Section 8.1** shall constitute the Contractor's irrevocable waiver of the Claim.

8.1.5 The A/E, in consultation with the Contracting Authority, shall respond to the written notice of the Claim within a reasonable time of receipt, but not to exceed 10 days.

8.2 Substantiation of Claims

8.2.1 Within 30 days after the initiation of a Claim, the Contractor shall submit 4 copies of all information and statements required to substantiate a Claim as provided in this **Article 8** and all other information that the Contractor believes substantiates the Claim. The Contractor shall file the 4 copies by delivery of 1 copy to the A/E, 1 copy to the Owner, and 2 copies to the Contracting Authority.

8.2.2 The Contractor shall substantiate all of its Claims by providing the following minimum information:

8.2.2.1 a narrative of the circumstances, which gave rise to the Claim, including without limitation the start date of the event or events and the actual or anticipated finish date;

8.2.2.2 detailed identification of the Work (e.g., activity codes from the Construction Progress Schedule) affected by the event giving rise to the Claim;

8.2.2.3 copies of the Contractor's daily log (**Section 6.2.17**) for each day of impact;

8.2.2.4 copies of relevant correspondence and other information regarding or supporting Contractor entitlement;

8.2.2.5 copies of the Contractor's most recent income statement, including segregated general and administrative expenses for the most recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included; and

8.2.2.6 the notarized certification described under **Section 8.5.1.1**.

8.2.3 The Contractor's failure to comply with the requirements of this **Section 8.2** shall constitute an irrevocable waiver of any related Claim.

8.3 Substantiation of Claims for Increase of the Contract Sum

8.3.1 The Contractor shall substantiate each Claim for an increase of the Contract Sum with:

8.3.1.1 written documentation as described under **Section 7.7** of the actual additional direct and indirect costs to the Contractor due to the event giving rise to the Claim;

8.3.1.2 a written statement from the Contractor that the increase requested is the entire increase in the Contract Sum associated with the Claim; and

8.3.1.3 the general substantiation documentation described under **Section 8.2**.

8.3.2 The Contractor's failure to comply with the requirements of this **Section 8.3** shall constitute an irrevocable waiver of any related Claim.

8.4 Substantiation of Claims for Extension of the Contract Times

8.4.1 The Contractor shall substantiate each Claim for an extension of the Contract Times with:

8.4.1.1 written documentation as described under **Section 7.8** of the actual delay to the critical path of the Construction Progress Schedule due to the event giving rise to the Claim;

8.4.1.2 a detailed written Proposal as described under **Section 7.7** for an increase in the Contract Sum that would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay together with a statement consistent with **Section 8.3.1.2**;

8.4.1.3 a written statement from the Contractor that the extension requested is the entire extension of the Contract Times associated with the Claim; and

8.4.1.4 the general substantiating documentation described under **Section 8.2**.

8.4.2 In addition to the requirements of **Section 8.4.1**, if adverse weather conditions are the basis for a Claim for additional time, the Contractor shall document the Claim with data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction. The support for and evaluation of all adverse weather Claims shall be based upon average weather conditions during the 5 years immediately preceding the dates at issue in the Claim as those weather conditions were recorded at the government-controlled weather-recording facility nearest to the

Site.

8.4.3 The Contractor's failure to comply with the requirements of this **Section 8.4** shall constitute an irrevocable waiver of any related Claim.

8.5 Certification of the Claim

8.5.1 The Contractor shall certify each Claim within 30 days after initiating the Claim under **Section 8.1** or before Contract Completion, whichever is earlier, by providing the notarized certification specified in **Section 8.5.1.1**, signed and dated by the Contractor:

8.5.1.1 "The undersigned Contractor certifies that the Claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount requested is a fair, reasonable, and necessary adjustment for which the Contractor believes the State is liable; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor."

8.5.2 The date that the Contractor's certified and fully substantiated Claim is received by the Contracting Authority, or the date that the Contractor is required to certify and fully substantiate a Claim pursuant to **Sections 8.2.1** and **8.5.1**, shall trigger the 120-day period for exhaustion of administrative remedies pursuant to ORC Section 153.16(B).

8.5.3 The Contractor's failure to comply with the requirements of this **Section 8.5** shall constitute an irrevocable waiver of any related Claim.

8.6 Delay and Delay Damage Limitations; Derivative Claims

8.6.1 Subject to other provisions of the Contract, the Contractor will be entitled to an extension of the Contract Times on account of delay in the commencement or progress of Work on the critical path of the Construction Progress Schedule caused by acts of Nature or the public enemy, acts of the government not arising from the Contractor's failure to comply with Applicable Law, fires, floods, epidemics, weather, and labor disputes beyond the Contractor's control.

8.6.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, or an extension of the Contract Times, or both:

8.6.2.1 on account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path;

8.6.2.2 to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

8.6.2.3 on account of the delay of any Work not on the critical path.

8.6.3 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless **(1)** the delay is caused by the Owner and **(2)** the delay was not authorized or permitted under the Contract.

8.6.4 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages arising from a delay in the commencement or progress of any of the Work caused by the occurrence or non-occurrence of an event beyond the Owner's control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or damages caused by the Contractor.

8.6.5 Derivative Claims. Notwithstanding any other provision of the Contract to the contrary, if the Owner prosecutes a claim, suit, or appeal against a Separate Consultant or Separate Contractor to recover damages the Contractor suffers on account of the acts or neglects of a Separate Consultant or Separate Contractor or a person or entity for whom either is legally responsible, the Owner's liability to the Contractor shall not exceed the amount the Owner actually recovers from the Separate Consultant or Separate Contractor on account of those damages less the costs the Owner incurs recovering them. The Owner is not obligated to prosecute any such claim, suit, or appeal.

8.7 Liquidated Damages

8.7.1 If the Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Owner's resulting damages. Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at the Owner's option) pay to or credit the Owner the Liquidated Damages per day sum determined according to the following schedule for each day that the

Contractor fails to achieve a Milestone within the associated Contract Time.

Contract Sum	Liquidated Damages per day
Less than \$1,000,000	\$500
From \$1,000,000.01 to \$2,000,000	\$1,000
From \$2,000,000.01 to \$5,000,000	\$2,000

Contract Sum	Liquidated Damages per day
From \$5,000,000.01 to \$10,000,000	\$5,000
From \$10,000,000.01 to \$20,000,000	\$7,500
From \$20,000,000.01 to \$50,000,000	\$10,000
More than \$50,000,000	\$15,000

8.7.2 If the Contractor simultaneously fails to achieve two or more Milestones, the Owner shall be entitled to recover the sum of the associated Liquidated Damages per day rates.

8.7.3 The Liquidated Damages described in Section 8.7 are only intended to compensate the Owner for the direct damages it incurs as a result of the Contractor's failure to achieve the Milestones within their associated Contract Times.

8.7.4 The Liquidated Damages described in this Section 8.7 are not intended to compensate the Owner for any damages the Owner incurs on account of (1) any claims attributable to the Contractor that are brought by others including Separate Consultants and Separate Contractors or (2) any failure of the Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.

8.7.5 The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve one or more of the Milestones within the Contract Times.

8.7.6 In addition to other rights that the Owner may have relative to the Liquidated Damages, the Contracting Authority may deduct the Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

8.8 Mutual Waiver of Consequential Damages

8.8.1 Except as provided under Section 8.8.2, the Owner and Contractor each waive against the other all Claims for consequential damages that may arise out of or relate to this Contract.

8.8.1.1 The Owner's waiver includes Claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Contract or related to insolvency.

8.8.1.2 The Contractor's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead in excess of that specifically provided for under Section 7.7; delay damages except as otherwise specifically provided for in Section 8.6; increased cost of funds for the Project; lost opportunity to work on other projects; losses of financing, business, and reputation; loss of profit except anticipated profit arising directly from properly performed Work; loss of bonding capacity; and consequential damages arising from termination of the Contract or related to insolvency.

8.8.2 Notwithstanding Section 8.8.1, this Section 8.8:

8.8.2.1 does not apply to any damages that would be covered by insurance provided in connection with the Project if the Contract did not include Section 8.8.1;

8.8.2.2 does not apply to the Contractor's indemnity obligations for third-party claims against the Indemnified Parties even if those claims are for damages that Section 8.8.1 would otherwise preclude;

8.8.2.3 does not preclude the Owner's recovery of Liquidated Damages under Section 8.7; and

8.8.2.4 does not apply to Claims for damages arising from the Owner's or the Contractor's gross negligence or willful misconduct.

8.8.3 This **Section 8.8** shall survive termination of the Contract.

8.9 Review of the Claim

8.9.1 The A/E shall review the Claim and prepare a written analysis of its content, which shall include:

8.9.1.1 a narrative of the A/E's examination of the facts giving rise to the Claim;

8.9.1.2 identification of relevant Contract Documents and language;

8.9.1.3 an analysis of whether the Contractor complied with the requirements of the Contract Documents pertaining to Claim initiation and substantiation including, without limitation, the issues of entitlement to, and calculation of, adjustments of the Contract Sum, Contract Times, or both;

8.9.1.4 an analysis of claimed additional labor, materials, and equipment for the scope of the Work items described;

8.9.1.5 an analysis of any time extension for any interference, disruption, hindrance, impact, or delay claimed (to include the calculation of any concurrent delays affecting entitlement);

8.9.1.6 a concluding opinion regarding Contractor entitlement to, and the appropriateness and reasonableness of all, or any part of, the Claim; and

8.9.1.7 an appendix containing copies of contemporaneous documentation supporting the concluding opinion.

8.9.2 The A/E shall submit the written analysis to the Project Manager no more than 30 days after receiving the Contractor's substantiated and certified Claim.

8.10 Claim Decision

8.10.1 The Project Manager shall examine the Contractor's Claim and A/E's analysis.

8.10.2 The Project Manager shall approve or deny all, or any part, of the Contractor's Claim and forward a written decision to the Contractor, A/E, Owner, and Contracting Authority within 14 days after receiving the A/E's analysis.

8.10.2.1 The Project Manager may employ independent resources to assist in its review or refer evaluation of the Claim to a consultant.

8.10.3 If the Contractor and Owner agree with the Project Manager's decision, the decision shall be incorporated into a Change Order.

8.10.4 Any Claim remaining unresolved after completion of the process described under this **Section 8.10** shall be subject to Claim decision review as described under **Section 8.11**.

8.11 Claim Decision Review

8.11.1 The Contractor may request a review of the Project Manager's decision by written notice delivered by certified mail within 14 days of the Project Manager's decision.

8.11.1.1 If the Project is administered by the Commission, jointly administered by the Commission and a public school district, or locally administered by authority granted to an agency of the state of Ohio by the Commission, the written notice shall be delivered to the Executive Director of the Commission.

8.11.1.2 If the Project is locally administered by an Institution of Higher Education under ORC Section 3345.50 or ORC Section 3345.51, the written notice shall be delivered to the Institutional Designee who will review the Project Manager's decision instead of the Commission.

8.11.2 The Commission or Institutional Designee, if applicable, shall schedule and conduct a meeting within 30 days after receiving the Contractor's request for review.

8.11.2.1 The Commission or Institutional Designee may employ independent resources to assist in the meeting and review.

8.11.3 The Commission or Institutional Designee, if applicable, shall determine the final disposition of the Contractor's request for review and provide a written decision to the Contractor and Owner within 14 days after the meeting.

8.11.4 The decision of the Commission or Institutional Designee is the final administrative decision of the Contracting Authority as described under ORC Section 153.12(B).

8.11.5 If the Contractor and Owner agree with the Commission's or the Institutional Designee's decision, the decision shall be incorporated into a Change Order.

8.11.6 Any Claim remaining unresolved after completion of the process described under this **Section 8.11** shall be subject to litigation, which may be preceded by Alternative Dispute Resolution ("ADR") as described under **Section 8.13**.

8.12 Delegation

8.12.1 No provision of this **Article 8** shall prevent the Executive Director from delegating the duties or authorities of the Commission to any other person selected at the Executive Director's sole discretion.

8.13 Alternative Dispute Resolution

8.13.1 The intent of the ADR process is to resolve disputes quickly and equitably in a manner agreed upon by all parties to the dispute.

8.13.2 The ADR procedure shall be accepted by all of the Project's key stakeholders.

8.13.3 The accepted ADR methods shall not include binding arbitration; alter any of the requirements for Claim initiation, certification, and substantiation; or alter the administrative process described under this **Article 8**.

8.13.4 The following forms of non-binding ADR may be considered:

8.13.4.1 Negotiation: If negotiation is warranted, the parties to the dispute may agree to a progressive level of negotiators, invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.

8.13.4.2 Dispute Review Board: If a dispute review board is the accepted ADR procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall jointly select 3 neutral third parties to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them. The costs of the dispute review board shall be shared equally among the parties to the dispute.

8.13.4.3 Mediation: If mediation is the accepted ADR procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall accept a neutral third party to mediate the dispute. The costs of mediation shall be shared equally among the parties to the dispute.

8.13.4.4 Another ADR procedure accepted by all of the Project's key stakeholders.

8.14 Audit of the Claim

8.14.1 All Claims shall be subject to audit at any time following filing of the Claim, whether or not the Claim is part of a lawsuit.

8.14.2 The audit may be performed by employees of the Contracting Authority or by a consultant engaged by the Contracting Authority.

8.14.3 The audit may begin upon 10-days' notice to the affected Contractor or affected Subcontractor.

8.14.4 The Contractor shall cooperate with the request.

8.14.5 Failure of the Contractor or Subcontractor to produce sufficient records to allow the Contracting Authority to audit and verify a Claim shall constitute an irrevocable waiver of the Claim or portion of the Claim that could not be completely audited.

8.14.6 The Contractor shall make available to the Contracting Authority all Contractor and Subcontractor documents related to the Claim including, without limitation, the following documents:

8.14.6.1 daily time sheets and superintendent's daily reports;

8.14.6.2 union agreements, if any, and employer agreements;

8.14.6.3 insurance, welfare, fringes, and benefits records;

8.14.6.4 payroll register;

8.14.6.5 earnings records;

8.14.6.6 payroll tax returns;

- 8.14.6.7** material invoices, purchase orders, Subcontracts, and all material and supply acquisition contracts;
- 8.14.6.8** material cost distribution worksheets;
- 8.14.6.9** equipment records (list of Contractor equipment, rates, etc.);
- 8.14.6.10** vendor rental agreements and Subcontractor invoices;
- 8.14.6.11** Subcontractor payment certificates;
- 8.14.6.12** canceled checks (payroll and vendors);
- 8.14.6.13** job cost report;
- 8.14.6.14** job payroll ledger;
- 8.14.6.15** general ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
- 8.14.6.16** cash disbursements journal;
- 8.14.6.17** financial statements for all years reflecting operations on the Project;
- 8.14.6.18** income tax returns for all years reflecting operations on the Project;
- 8.14.6.19** depreciation records on all equipment utilized whether the records are maintained by the Contractor, its accountant, or others;
- 8.14.6.20** if a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all other sourced documents;
- 8.14.6.21** all documents that reflect the Contractor's actual profit and overhead during the years the Project was being performed;
- 8.14.6.22** all documents related to the preparation of the Contractor's Bid, including the final calculations on which the Bid was based, unless the documents are placed in escrow under provisions of the Instructions to Bidders;
- 8.14.6.23** all documents that relate to the Claim together with all documents that support the amount of damages as to the Claim;
- 8.14.6.24** worksheets used to prepare the Claim establishing the cost components for items of the Claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents that establish the periods of time, individuals involved, the hours and rate of pay for the individuals; and
- 8.14.6.25** all other documents required by the Contracting Authority to reasonably review the Claim.

8.15 False Certification of the Claim

8.15.1 If the Contractor falsely certifies all or any part of a Claim, the portion of the Claim falsely certified shall be denied and may be sufficient cause for the State to debar the Contractor from future State contracting opportunities as permitted by law.

8.16 Performance and Payment

8.16.1 The Contractor shall proceed with the Work during any dispute resolution process, unless otherwise agreed by the Contractor and Contracting Authority in writing.

8.16.2 The Contracting Authority shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a Claim, unless otherwise agreed by the Contractor and Contracting Authority in writing.

ARTICLE 9 - COMPENSATION AND PAYMENT

9.1 Allowances

9.1.1 The Contract Sum includes the Allowances (if any) identified in the Contract.

9.1.2 All Allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the Allowances to be delivered at the Site, and all applicable taxes.

9.1.3 The Contractor's Fee and costs for unloading and handling on the Site, labor, installation costs, and other

expenses contemplated for the Allowances are not in the stated Allowance amounts but are otherwise included in the Contract Sum.

9.1.4 Before final payment, an appropriate Change Order will be issued to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Work covered by Allowances.

9.2 Unit Prices

9.2.1 Where the Contract provides that all or part of the Work is to be Unit Price Work, initially the Contract Sum will include for all Unit Price Work **(1)** an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract plus **(2)** the Contractor's Fee on that Unit Price Work.

9.2.2 The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Sum. The Contracting Authority will determine the actual quantities and classifications of Unit Price Work performed by Contractor.

9.2.3 The Contractor's Fee on account of Unit Price Work is not in the stated Unit Price amounts but are otherwise included in the Contract Sum.

9.2.4 Before final payment, an appropriate Change Order will be issued as described under **Section 7.1.5** to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Unit Price Work actually performed.

9.3 Schedule of Values

9.3.1 Within 10 days after receipt of the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E a Schedule of Values on a form published by the Commission, with separate amounts shown for labor and materials for each branch of Work, following the numbers and titles of the Construction Specifications Institute's *Master Format* for individual work results, or *Uni Format* for assemblies in place.

9.3.1.1 The Contractor shall clearly indicate on the Schedule of Values, the amount(s) allocated, including separate items for Contractor's Fee (overhead and profit), for each EDGE-certified Business used in the performance of the Work. The amount(s) shall indicate labor and materials, as appropriate.

9.3.2 The grand total shown on the Schedule of Values shall equal the total Contract Sum. The Contracting Authority may use the approved Schedule of Values to determine the cost or credit to the Owner resulting from any change in the Work.

9.3.2.1 The first item shall be a breakdown of General Conditions Costs.

9.3.2.2 The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for Contractor's Fee, except when Work is performed or materials are supplied by an EDGE-certified Business, pursuant to **Section 9.3.1.1**. Contractor's Fee shall be included in the totals for labor and materials.

9.3.2.3 If the material allocation exceeds 55 percent of the Contract Sum, the Contractor shall provide, upon request, sufficient information to support the higher percentage.

9.3.2.4 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.

9.3.2.5 When more than one major structure is included in the Work, the Contractor shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

9.3.2.6 The line items shall be coordinated with line items in the Project Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.

9.3.2.7 Mechanical and electrical Work shall be included in separate line items for all major pieces of equipment, and group smaller equipment items by type.

9.3.2.8 Line items shall be included for each Allowance, Punch List Work, Project Record Document Submittals, delivery of attic stock, and specified demonstrations and training.

9.3.3 The A/E may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work or approve the Schedule of Values if the A/E determines that it conforms to this **Section 9.3**.

9.3.4 No payment shall be made until the A/E has approved the Contractor's Schedule of Values.

9.3.5 If the Project is administered using the State's web-based project management software, the Contractor shall submit its Schedule of Values, using the "Contract Schedule of Values" business process.

9.4 Contractor Payment Request

9.4.1 The Contractor may submit a Contractor Payment Request for Work performed based upon the Schedule of Values to the A/E each month or upon another interval approved by the Contracting Authority. When the rate of Work and amount involved is sufficient that it is considered appropriate by the Contracting Authority, the Contractor may submit Contractor Payment Requests twice a month.

9.4.1.1 The Contractor shall support each Contractor Payment Request with documentation substantiating the Contractor's right to payment. The Contractor shall supply additional documentation as the A/E may request in connection with each payment to the Contractor.

9.4.1.2 The Contracting Authority may require proof of the renewal of required insurance as a condition precedent to payment.

9.4.1.3 The Contractor shall attach certified payroll reports for the relevant period to 1 copy of each Contractor Payment Request, see **Document 00 73 43 - Prevailing Wage Requirements**.

9.4.1.4 The Contractor may list on the Contractor Payment Request any Change Orders approved and performed prior to submission of the Contractor Payment Request.

9.4.1.5 The Contractor shall submit its Contractor Payment Request using the Contractor Payment Request form or forms current at the time of each application and as provided by the Contracting Authority in the manner prescribed by the Contracting Authority.

9.4.1.6 If the Project is not administered using the State's web-based project management software, the Contractor shall submit 1 draft copy of its Contractor Payment Request ("Pencil Copy") to the A/E not less than 1 week prior to submitting multiple copies of its Contractor Payment Request. The A/E shall review the Pencil Copy and provide comments to the Contractor within 3 days of receiving it. The Contractor shall incorporate the A/E's comments into its Contractor Payment Request prior to submitting multiple copies for payment.

9.4.1.7 The Contractor shall clearly indicate on the Contractor Payment Request, the amount(s) requested for each EDGE-certified Business used in the performance of the Contract. The amount(s) shall indicate labor and materials, as appropriate.

9.4.1.8 The Contractor shall submit an electronic copy of the Contractor Payment Request to the A/E with its paper copies of the Contractor Payment Request for collection and reporting of information used for contract compliance evaluation and statistical purposes. The Contractor may issue the copy in any electronic media acceptable to the Contracting Authority.

9.4.2 Payments, except for lump sum items, in Unit Price Contracts shall be made to the Contractor only for the authorized actual quantities of Work performed or materials furnished in accordance with the Contract Documents.

9.4.3 Subject to **Section 9.8**, the Owner shall pay an approved Contractor Payment Request within 30 days from the date the A/E recommends acceptance of the Contractor Payment Request.

9.4.3.1 Payments due and not paid to the Contractor, through no fault of the Contractor, within the 30 day period shall, from the date payment is due, bear simple interest at the applicable statutory rate.

9.4.4 Notwithstanding any other provision of the Contract Documents, partial payments made pursuant to this **Section 9.4** constitutes neither acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

9.4.5 The Contracting Authority and Owner may audit Contractor Payment Requests as described under **Section 7.9**.

9.4.6 If the Project is administered using the State's web-based project management software, the Contractor shall submit its Contractor Payment Request, using the "Contractor Pay Request" or "Applications for Payment" business process.

9.5 Labor Payments

9.5.1 Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 92 percent of the amount invoiced through the Contractor Payment Request that shows the Work is 50 percent complete.

9.5.2 After the Work is 50 percent complete, as evidenced by payments of at least 50 percent of the Contract Sum including approved Change Orders to date, no additional funds shall be retained from payments for labor.

9.6 Material Payments

9.6.1 The Owner shall pay the Contractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

9.6.2 The Owner shall pay the Contractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value in a Unit Price or lump sum Contract, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Contractor provides the following information with the Contractor Payment Request:

9.6.2.1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and

9.6.2.2 a certification of materials stored off-site, prepared by the Contractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for

delivery to the Project. The Contractor shall directly reimburse the A/E for all costs incurred to visit a storage site, other than the areas adjacent to the Project.

9.6.2.3 The Owner shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

9.6.3 When payment is allowed for materials delivered to the Site or other approved off-site storage location but not yet incorporated into the Project, the materials are the property of the Owner.

9.6.3.1 The Owner may, at its sole discretion, retain any material not ultimately incorporated into the Project or return it to the Contractor for credit of an amount proportionate to the value of the extra materials.

9.7 Retainage

9.7.1 If the total Contract Sum is \$15,000 or more, when the Contract is 50 percent complete, all funds retained for faithful performance of the Work, in accordance with **Section 9.5.1**, shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, Contracting Authority, and applicable bank.

9.7.2 When the Contractor has achieved Substantial Completion of all Work, and there is no other reason to retain funds; upon request of the Contractor, the funds retained in connection with that Work shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure faithful completion in the sole discretion of the Contracting Authority, including but not limited to compliance with **Section 6.25.2**.

9.7.3 Upon consent by the Contractor's Surety, the Contracting Authority may reduce the amount of funds retained for the faithful performance of Work by 50 percent of the amount of funds required to be retained, provided the Contractor's Surety remains responsible for all damages that may be caused due to default by the Contractor, including, but not limited to, the following:

9.7.3.1 completion of the Work;

9.7.3.2 all interference, disruption, hindrance, and delay claims;

9.7.3.3 all Liquidated Damages; and

9.7.3.4 all additional expenses incurred by the City of Monroe, Ohio.

9.8 Payments Withheld

9.8.1 The A/E may recommend to the Contracting Authority that payments be withheld from, or Liquidated Damages be assessed against, a Contractor Payment Request.

9.8.2 The Contracting Authority may decline to approve any Contractor Payment Request or part thereof, or nullify any previous Contractor Payment Request, in whole or in part, to the extent necessary in the Contracting Authority's sole opinion to protect the Owner from loss because of:

9.8.2.1 Defective Work not remedied;

- 9.8.2.2** damage caused by the Contractor;
- 9.8.2.3** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 9.8.2.4** reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay;
- 9.8.2.5** failure to comply with Applicable Law including, but not limited to, the requirements of ORC Chapter 4115;
- 9.8.2.6** failure to timely submit EDGE Participation Reports in accordance with **Section 1.8.2**;
- 9.8.2.7** failure to timely identify the Contractor's proposed Subcontractors in accordance with **Section 4.1.1**;
- 9.8.2.8** failure to timely approve a Construction Progress Schedule in accordance with **Section 6.5**;
- 9.8.2.9** failure to carry out the Work in accordance with the Contract Documents; or
- 9.8.2.10** that which is permitted under other provisions of the Contract Documents.

9.8.3 If the Contractor remedies the basis for withholding payment under **Section 9.8.2** to the Contracting Authority's satisfaction, the Owner shall pay the amounts withheld.

9.9 Final Contractor Payment Request

9.9.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and to final payment, shall complete all requirements of the Contract Documents.

9.9.1.1 The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115, and to certify that all of its Subcontractors have been paid in full for all Work performed or materials furnished for the Project.

9.9.2 The Owner shall pay the final Contractor Payment Request within 30 days from the date the A/E recommends acceptance of the final Contractor Payment Request.

9.9.2.1 Payments due and not paid to the Contractor within the 30-day period shall bear interest from the date payment is due under the Contract Documents at the applicable statutory rate.

9.9.3 Acceptance of final payment by the Contractor or a Subcontractor constitutes the payee's waiver of all claims against the State except those previously made in writing under **Article 8** and identified by that payee as unsettled at the time of the final Contractor Payment Request.

9.9.4 If the Project is administered using the State's web-based project management software, the Contractor shall submit its final Contractor Payment Request, using the "Contractor Pay Request" or "Applications for Payment" business process.

ARTICLE 10 - BONDS, INSURANCE, AND INDEMNIFICATION

10.1 Payment and Performance Bonds

10.1.1 Before signing the Agreement, the Contractor shall provide the Bond required under Applicable Law and below:

10.1.1.1 If the Contractor provided **Document 00 43 13 - Bid Security Form** as its Bid Guaranty, then that form shall be the Bond.

10.1.1.2 If the Contractor provided another form of Bid Guaranty, then **Document 00 61 13 - Performance and Payment Bond Form** shall be the Bond.

10.1.1.3 Each Surety under the Bond shall be licensed to do business in Ohio and satisfactory to the Contracting Authority.

10.1.1.4 If there is more than one Surety under the Bond, each of them shall be jointly and severally liable as surety under the Bond.

10.1.1.5 The penal sum of the Bond, when initially submitted, shall be equal to one-hundred percent of the Contract Sum.

10.1.2 The Contractor shall submit with the executed Bond (1) a certified copy of the authority to act (power of attorney) of the agent signing the Bond on behalf of the Surety and (2) a current and signed Certificate of

Compliance under ORC Section 9.311 issued by the Ohio Department of Insurance showing the Surety is licensed to do business in Ohio.

10.1.3 If the Contract Sum increases at any time such that it exceeds the penal sum of the Bond, the Contractor shall cause the penal sum of the Bond to be increased such that the penal sum equals one- hundred percent of the increased Contract Sum.

10.1.4 Any time the Contractor increases the penal sum of the Bond under **Section 10.1.3**, the Contractor shall deliver to the Contracting Authority written consent of the affected Surety or Sureties confirming the increased penal sum. The Contracting Authority's receipt of that written consent is a condition precedent to the Owner's obligation to pay the Contractor for any portion of the Work associated with the increase.

10.1.5 If notice of any change affecting the Contract is required by any Surety or by the provision of any Bond, the Contractor shall provide that notice.

10.2 Contractor's General Insurance Requirements

10.2.1 Throughout the performance of the Work or longer as may be described below, the Contractor shall obtain, pay for, and keep in force, the minimum insurance coverage described in this **Article 10**.

10.2.1.1 Each requirement of this **Article 10** applies to Subcontractors just as it applies to the Contractor.

10.2.1.2 If a Subcontractor's usual insurance coverage does not meet the minimum coverage requirements, before entering into an agreement with that Subcontractor, the Contractor shall submit to the Contracting Authority **(1)** a certificate of insurance evidencing the insurance the Subcontractor will carry without additional compensation and

(2) if the Contracting Authority requests, a written proposal from the Subcontractor to provide coverage that meets the minimum coverage requirements. The Contracting Authority will decide whether to accept the non-conforming insurance coverage or the proposal to provide conforming coverage.

10.2.1.3 On a case-by-case basis, the Contracting Authority and Contractor may agree to adjust the below requirements for any particular Subcontractor.

10.2.2 Before starting the Work on the Site, upon renewal of any policy, and upon a change of any insurance carrier, the Contractor shall deliver to the Contracting Authority certificates evidencing that the required insurance is in force.

10.2.3 With the exception of government-controlled workers compensation coverage:

10.2.3.1 the Contractor shall place the insurance with companies that **(1)** are satisfactory to the Contracting Authority, **(2)** hold an A.M. Best Rating of A-, X, or higher, and **(3)** are authorized to conduct business in Ohio;

10.2.3.2 the policies shall be endorsed to require the Contractor's insurance carrier to **(1)** provide 30- days' written notice to the Contracting Authority (as certificate holder) of the cancellation or non-renewal of the insurance and

(2) provide at least 10-days' written notice to the Contracting Authority (as certificate holder) of the cancellation of the insurance for non-payment of premium; and

10.2.3.3 within 30 days of the Contracting Authority's request, the Contractor shall submit insurance-company certified copies of the policies, the policy endorsements, loss-run reports, or all three.

10.2.4 The Contractor shall pay all deductibles, or self-insured retentions, or both contained in the Contractor's policies of insurance required or provided in connection with the Project. The Contracting Authority reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing the Contractor may use to comply with any insurance requirement.

10.2.5 The Contractor shall pay a proportionate share of the deductibles, or self-insured retentions, or both contained in any insurance policy the Contracting Authority purchases for the Project. The Contractor's proportionate share will derive from the percentage of the associated claim or loss attributable to the alleged or actual negligence of the Contractor or a Subcontractor.

10.2.6 The Contracting Authority and Owner do not represent that required coverage or limits are adequate to protect the Contractor.

10.2.7 Failure of the Contracting Authority to demand a certificate or other evidence of full compliance with the insurance requirements or failure of Contracting Authority to identify a deficiency from evidence that is provided

shall not be construed as a waiver of the Contractor's obligation to maintain the required insurance.

10.2.8 The Contracting Authority may terminate the Contract for cause on account of the Contractor's failure to maintain required insurance.

10.3 Contractor's Minimum Coverage Requirements

10.3.1 Workers Compensation. The Contractor shall maintain workers compensation coverage meeting the requirements of Applicable Law.

10.3.2 Employers Liability Coverage. The Contractor shall maintain employers' liability coverage with (1) an each-accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000.

10.3.3 Commercial General Liability. The Contractor shall maintain commercial general liability ("CGL") coverage that provides (1) an each-occurrence limit of not less than \$1,000,000, (2) a general-aggregate limit of not less than \$2,000,000, and (3) a products and completed-operations aggregate limit of not less than \$2,000,000.

10.3.3.1 The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

10.3.3.2 The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.

10.3.3.3 The CGL policy shall be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects.

10.3.3.4 The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs that cover the additional insured(s).

10.3.3.5 The CGL policy shall not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.

10.3.3.6 The Contractor shall maintain the CGL insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

10.3.4 Business Automobile Liability. The Contractor shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.

10.3.4.1 The coverage shall extend to any auto.

10.3.4.2 The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the BA policy.

10.3.5 Umbrella/Excess Liability. The Contractor may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

10.3.5.1 The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$2,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:

- .1 brick/block masonry;
- .2 exterior caulking/sealant;
- .3 cast-in-place or precast concrete;
- .4 curtain wall;
- .5 damp proofing/waterproofing;
- .6 electrical;
- .7 elevator;
- .8 exterior glass and/or glazing;
- .9 exterior marble, granite, and/or other stonework;
- .10 miscellaneous metals;

- .11 plaster/stucco;
- .12 plumbing;
- .13 HVAC;
- .14 roofing and/or sheet metal;
- .15 scaffolding;
- .16 spray-on fireproofing;
- .17 sprinkler and/or fire protection; or
- .18 structural steel and/or metal deck.

10.3.5.2 The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$5,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:

- .1 caissons and/or piles;
- .2 demolition;
- .3 excavation and/or utility work;
- .4 sheeting, shoring, and/or underpinning;
- .5 window washing equipment; or
- .6 wrecking.

10.3.6 Contractor's Pollution Liability. If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, Asbestos abatement, storage-tank removal, or similar activities), or involves Hazardous Materials, the Contractor shall maintain a contractor's pollution liability ("CPL") policy with (1) a per-claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Contractor for damages (including from mold) sustained by the Owner by reason of the Contractor's performance of the Work.

10.3.6.1 The CPL policy shall have an effective date, which is on or before the date that the Contractor first started to perform any Project-related services.

10.3.6.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the CPL policy's limits.

10.3.6.3 The Contractor shall maintain the CPL insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

10.3.7 Professional Liability—Contractor. The Contractor shall maintain professional liability insurance (including without limitation for sprinkler and/or fire protection and other design-build work included in the Work) without design-build exclusions with limits not less than as identified in the following table:

Contract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

10.3.7.1 The professional liability policy shall have an effective date on or before the date that the Contractor first started to provide any Project-related services.

10.3.7.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the professional liability policy's limits.

10.3.7.3 The Contractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

10.3.7.4 If the Contractor is not authorized under Applicable Law to directly provide professional design services, the Contractor may satisfy the requirements of this Section 10.3.7 by providing a contractor's professional liability insurance policy.

10.3.7.5 If the Contractor is a joint venture:

- .1 the Contractor may meet the requirements of this Section 10.3.7 by providing a PL policy under which each joint venturer is the insured; or
- .2 each joint venturer shall individually meet the requirements of this Section 10.3.7 by providing a PL policy

(1) under which the individual joint venturer is the insured and (2) that covers that joint venturer's interests in the joint venture by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the joint venturer's interest in the joint venture.

Example: Assume that the Contractor (1) is the "XY joint venture" of company "X" and company "Y"; and (2) is required under **Section 10.3.7** to maintain PL insurance limits of \$1M/\$2M. In order to comply with **Section 10.3.7.5.2**, "X" must maintain PL insurance limits of \$1M/\$2M and "Y" must maintain PL insurance limits of \$1M/\$2M.

10.3.7.6 If the Contractor is a limited-liability company, which members consist of two or more separate firms:

- .1 the Contractor may meet the requirements of this **Section 10.3.7** by providing a PL policy under which the limited-liability company is the insured; or
- .2 each member of the limited-liability company shall individually meet the requirements of this **Section 10.3.7** by providing a PL policy (1) under which the individual member is the insured and (2) that covers that member's interests in the limited-liability company by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the member's interest in the limited-liability company.

Example: Assume that the Contractor (1) is the "XY limited-liability company," the members of which are "X" and "Y"; and (2) is required under **Section 10.3.7** to maintain PL insurance limits of \$1M/\$2M. In order to comply with **Section 10.3.7.6.2**, "X" must maintain PL insurance limits of \$1M/\$2M and "Y" must maintain PL insurance limits of \$1M/\$2M.

10.3.8 Professional Liability—Subcontractors. If the Work to be performed by a Subcontractor includes any professional design services (including without limitation sprinkler and/or fire protection and other design- build work) the Subcontractor shall maintain professional liability insurance without design-build exclusions with limits not less than as identified in the following table:

Subcontract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

10.3.8.1 The professional liability policy shall have an effective date on or before the date that the Subcontractor first started to provide any Project-related services.

10.3.8.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the Subcontractor's professional liability policy's limits.

10.3.8.3 The Subcontractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

10.3.8.4 If the Subcontractor is not authorized under Applicable Law to directly provide professional design services, the Subcontractor may satisfy the requirements of this **Section**

10.3.7.5 by providing a contractor's professional liability insurance policy.

10.3.9 Aviation Liability. If the Contractor or a Subcontractor uses aircraft, including helicopters, in performance of the Work, the Contractor shall maintain aircraft or aviation liability coverage in an amount of no less than \$10,000,000. The Contracting Authority and Owner will not be liable for any damage to any aircraft owned, leased, rented, or borrowed by the Contractor or a Subcontractor.

10.3.10 Watercraft Liability. If the Contractor or a Subcontractor uses watercraft in performance of the Work, the Contractor shall maintain watercraft liability coverage including protection and indemnity insurance in an amount of no less than \$5,000,000. The Contracting Authority and Owner will not be liable for any damage to any watercraft owned, leased, rented, or borrowed by the Contractor or Subcontractor.

10.3.11 Equipment Coverage. The Contracting Authority and Owner will not insure or be liable for damage to any Contractor or Subcontractor owned, leased, rented, or borrowed tools, equipment, or vehicles. The Contractor and Subcontractors are solely responsible for maintaining all insurance necessary to cover their tools, equipment and vehicles.

10.3.12 Ocean Marine Insurance. If the shipment of equipment or materials for the Work will not be covered by the builder's risk insurance required under **Section 10.4**, the Contractor shall maintain ocean marine insurance to the Site including cost, insurance, and freight with limits of not less than an amount equal to the full replacement cost of equipment/materials shipped to final destination point. The insurance shall include the following minimum requirements:

- 10.3.12.1** all-risk basis including war risk and all forms of terrorism;
- 10.3.12.2** coverage for general average and salvage charges;
- 10.3.12.3** "on deck" coverage;
- 10.3.12.4** warehouse-to-warehouse coverage;
- 10.3.12.5** coverage to include losses from strikes, riots, and civil commotions ("SR&CC coverage");
- 10.3.12.6** coverage to include losses from free of capture and seizure warranty ("FC&S Warranty coverage");
- 10.3.12.7** "Inchmaree" clause;
- 10.3.12.8** sue and labor;
- 10.3.12.9** "both-to-blame" coverage;
- 10.3.12.10** free of particular average;
- 10.3.12.11** inland coverage including on-land shipment, port storage, and barge transit upon inland waterways; and
- 10.3.12.12** damage by saltwater and rainwater perils and cargo sweat.

10.3.13 Additional Property Insurance. For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of **Article 10**.

10.4 Builder's Risk Insurance

10.4.1 The Contractor shall provide and maintain, during the progress of the Work and until Contract Completion, a builder's risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form that provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.

10.4.1.1 The amount of coverage shall be not less than the total completed value of the Project, including the value of permanent fixtures and decorations, with a deductible of not more than \$25,000 per occurrence. Any deductible over the amount specified shall be authorized in writing by the Owner and Contracting Authority.

10.4.1.2 Coverage shall include a provision to pay the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

10.4.1.3 Coverage shall include "soft cost endorsement" including, but not limited to, the reasonable extra costs of the A/E and reasonable Contractor extension or acceleration costs.

10.4.1.4 Coverage shall include material in transit or stored off-site and identified for the Project.

10.4.1.5 Coverage shall waive all rights between the Owner, Contracting Authority, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.

10.4.1.6 Coverage shall include appropriate sub-limits for installation coverage.

10.4.1.7 Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.

10.4.1.8 Coverage shall include temporary structures and scaffolding, along with collapse coverage.

10.4.1.9 Coverage shall be primary to all other applicable insurance.

10.4.1.10 The builder's risk policy shall specifically permit and allow for Partial Occupancy by the Owner prior to Contract Completion and coverage shall remain in effect until all punch list items are completed.

10.4.1.11 The Contractor's tools and equipment shall not be covered under the builder's risk policy. It is the Contractor's sole responsibility to maintain such coverage, which shall be included in its Overhead (a component of Contractor's Fee) and not included as a separate item in the Contractor's Schedule of Values.

10.4.2 If the Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall purchase and maintain a builder's risk, builder's risk-renovations, or installation

floater insurance policy. The policy shall comply with the provisions of **Section 10.4.1**.

10.5 Waivers of Subrogation

10.5.1 To the fullest extent permitted by Applicable Law, the Contractor waives all rights against the Owner, Contracting Authority, and their agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

10.5.2 The Owner, Contracting Authority, and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder's risk insurance applicable to the Work.

10.6 Indemnification for Injury or Damage

10.6.1 To the fullest extent permitted by Applicable Law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals, and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with the Project, provided that any such claim, cost, damage, loss, fine, penalty, or expense is attributable to:

10.6.1.1 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts, errors, or omissions of the Contractor or a person or entity for whom the Contractor may be liable;

10.6.1.2 infringement of patent rights or copyrights by the Contractor or a person or entity for whom the Contractor may be liable; or

10.6.1.3 a violation of Applicable Law but only to the extent attributable to the Contractor or a person or entity for whom the Contractor may be liable.

10.6.2 The Contractor's indemnification obligation under **Section 10.6** exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused in part by a party indemnified under **Section 10.6**. But nothing in **Section 10.6** obligates the Contractor to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence.

10.6.3 The Contractor's obligations under **Section 10.6** shall not extend to the liability of the A/E, A/E's consultants, agents, representatives, or employees for negligent preparation or approval of Drawings, Specifications, Change Orders, opinions, and any other responsibility of the A/E, except to the extent covered by the Contractor's insurance.

10.6.4 In claims against an Indemnified Party by any direct or indirect employee (or the survivor or personal representative of that employee) of the Contractor or a person or entity for whom the Contractor may be liable, the indemnification obligation under **Section 10.6** will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10.6.5 The Contractor's indemnification obligation under **Section 10.6** will not be limited by any insurance policy provided or required in connection with the Project.

10.6.6 The Contractor's obligations under **Section 10.6** shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.

10.6.7 The Contractor's indemnification obligation under **Section 10.6** will survive termination of the Contract and Contract Completion.

10.6.8 The Contracting Authority may deduct from the Contract Sum the claims, damages, losses, fines, penalties, and expenses for which the Contractor is liable under **Section 10.6**. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Sum, the Contractor shall immediately pay the difference to the Owner.

ARTICLE 11 - SUSPENSION AND TERMINATION

11.1 Suspension of the Work

11.1.1 The Contracting Authority, without cause and without prejudice to any other right or remedy it may

have, may order the Contractor in writing to suspend, delay, or interrupt performance of the Work in whole or in part for such period as the Contracting Authority may determine.

11.1.1.1 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor complies with **Article 8**, the Contract Sum and Contract Times shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption. The adjustment of the Contract Sum, however, shall not include profit (a component of Contractor's Fee).

11.1.1.2 Notwithstanding the foregoing, no adjustment shall be made to the Contract Sum or Contract Times to the extent that:

- .1** performance was, or could have been, suspended, delayed, or interrupted by a cause for which the Contractor is responsible; or
- .2** an equitable adjustment is made or denied under another provision of the Contract.

11.1.1.3 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor submits a proper Contractor Payment Request, subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for Work performed before the suspension based upon the Schedule of Values.

11.1.2 The Contracting Authority, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period as the Contracting Authority may determine for any of the following reasons: **(1)** Defective Work; **(2)** the Contractor is causing undue risk of damage to any part of the Project or adjacent area; **(3)** the Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or **(4)** any other cause the Contracting Authority reasonably believes justifies suspension.

11.1.2.1 The Contracting Authority's exercise of its right to suspend the Work under this **Section 11.1.2** shall not entitle the Contractor to any adjustment of the Contract Sum, Contract Times, or both.

11.1.2.2 If the Contracting Authority is adjudged to have improperly suspended the Work under this **Section 11.1.2**, the suspension shall be deemed to have been a suspension under **Section 11.1.1**.

11.1.3 Upon receipt of notice of suspension under this **Section 11.1**, the Contractor shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The Contractor shall furnish a report to the Contracting Authority, within 5 days of receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as the Contracting Authority may require.

11.1.4 The Contracting Authority's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the Contractor or any other party, and the Contracting Authority's exercise or failure to exercise the right shall not prejudice any of the Contracting Authority's other rights.

11.2 Termination for Convenience

11.2.1 The Contracting Authority may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause, at any time upon 10 days' written notice to the Contractor.

11.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from the Contracting Authority:

- 11.2.2.1** cease operation as specified in the notice;
- 11.2.2.2** place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project;
- 11.2.2.3** terminate all subcontracts and orders to the extent they relate to the Work terminated;
- 11.2.2.4** proceed with Work not terminated; and
- 11.2.2.5** take actions that may be necessary, or that the Contracting Authority may direct, for the protection and preservation of the terminated Work.

11.2.3 Upon termination, the Contracting Authority shall pay the Contractor in accordance with the Schedule of Values for Work completed, including any retained funds, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

11.2.3.1 All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the

Contractor has received payment, shall become the property of the Owner.

11.2.3.2 The Contractor is entitled to a fair and reasonable profit for Work performed and reasonable expenses directly attributable to termination of the Contract. In no event shall the Contractor be entitled to

(1) Contractor's Fee on Work not performed or (2) compensation in excess of the total Contract Sum.

11.2.4 If the Contracting Authority terminates the Work under Section 11.2, the termination shall not affect the rights or remedies of the State against the Contractor then existing or which may thereafter accrue.

11.2.5 Notwithstanding Section 11.2.3, if the Contracting Authority terminates the Work under this Section 11.2, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such amounts as it would be entitled to receive following the occurrence of an event of default as provided in Section 11.3.

11.3 Termination for Cause

11.3.1 The Contracting Authority may terminate all or a portion of the Contract if the Contractor commits a material breach of the Contract including but not limited to:

11.3.1.1 failure to prosecute the Work with the necessary force or in a timely manner;

11.3.1.2 refusal to remedy Defective Work;

11.3.1.3 failure to supply enough properly skilled workers or proper materials;

11.3.1.4 failure to properly make payment to Subcontractors or Consultants;

11.3.1.5 performance of any services outside of the United States;

11.3.1.6 permitting its Subcontractors or Consultants to perform any services outside of the United States; or

11.3.1.7 disregarding laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

11.3.2 If the Contracting Authority intends to exercise its termination rights under this Section 11.3, the Contracting Authority shall issue not less than 5 days' written notice to the Contractor and the Contractor's Surety in accordance with ORC Section 153.17 ("5-Day Notice").

11.3.2.1 Notwithstanding any provision of the Contract to the contrary (1) the issuance of a 72-Hour Notice under Section 6.23.1 is not a condition precedent to the Contracting Authority's exercise of its rights under Section 11.3 and (2) the Contracting Authority's decision to not issue a 72-Hour Notice under Section 6.23.1 will not prejudice the Contracting Authority's rights under Section 11.3.

11.3.3 If the Contractor fails to satisfy the requirements set forth in Section 11.1.3 for the 5-Day Notice within 15 days of receipt of the 5-Day Notice, the Contracting Authority may declare the Contractor in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.

11.3.4 If the Contract is terminated, the Contractor's Surety may perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date of Contract termination, the Contracting Authority may complete the Work by means the Contracting Authority determines appropriate. The Contracting Authority may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the State has paid.

11.3.5 If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum is exceeded by the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the Contractor or Surety shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Contract.

11.3.6 If the Contractor's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the Surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Contracting Authority to complete the Work.

11.3.7 If the Contracting Authority terminates the Contract under this Section 11.3, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The Contracting Authority's retention or payment of funds due to the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the

requirements of the Contract Documents.

11.3.8 If the Contracting Authority is adjudged to have improperly terminated the Contract under this **Section 11.3**, the termination will be deemed to have been a termination under **Section 11.2**.

11.4 Contractor Insolvency

11.4.1 Bankruptcy of Contractor.

11.4.1.1 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code §365, 11 U.S.C. §365, within

20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition. The failure to file and prosecute that motion within the time limits provided by this **Section 11.4** shall constitute a material breach of the Contract as time is of the essence with respect to Contractor's performance of all terms of this Contract. The Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Contracting Authority to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

11.4.2 Receivership or Assignment for the Benefit of Creditors.

11.4.2.1 If the Contractor makes a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the Contracting Authority shall serve written notice on the Contractor and Contractor's Surety stating that any failure of the Contractor to provide adequate assurance of continued performance shall be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Contractor's Documents and Contract Documents

12.1.1 Ownership.

12.1.1.1 The Owner alone owns the Contractor's Documents and the Contract Documents and every right, title, and interest therein.

- 1** The Contractor must execute and deliver and cause its employees and agents and all Subcontractors and Consultants to execute and deliver to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the Contractor's Documents and the Contract Documents.

12.1.1.2 The Contractor may retain copies, including reproducible copies, of the Contractor's Documents and the Contract Documents for information, reference, and performance of the Work.

12.1.1.3 The submission or distribution of the Contractor's Documents or the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Contractor's Documents and the Contract Documents. Any unauthorized use of the Contractor's Documents or the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

12.1.1.4 The Contractor shall provide Electronic Files (in native format) to Separate Consultants and Separate Contractors for their use in connection with the Project. The Contractor shall provide the Electronic Files **(1)** at no additional cost to the Separate Consultants, Separate Contractors, and Owner and **(2)** without requiring the Separate Consultants, Separate Contractors, or Owner to agree to any terms or conditions concerning the provision, receipt, or use of the Electronic Files that differ in any material respect from the Contract.

12.1.2 Intent.

12.1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

12.1.2.2 The Contract Documents are complementary, and what is required by one is binding as if required by all.

12.1.2.3 The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

12.1.2.4 The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.

12.1.2.5 The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

12.1.2.6 In the event of inconsistency or conflict within the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work and comply with the stricter requirement.

12.1.2.7 Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

12.1.2.8 The Sections of Division 01 - "General Requirements" govern the performance of the Work of all Sections of the Specifications.

12.1.3 Use of Electronic Files.

12.1.3.1 The Owner, Contracting Authority, A/E, and Contractor reasonably expect that they will provide Electronic Files to each other to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.

12.1.3.2 The Owner, Contracting Authority, A/E, and Contractor acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include, for example and without limitation, alteration (inadvertent or intentional) and deterioration, both of which may not be readily apparent through casual observation.

12.1.3.3 The Owner, Contracting Authority, A/E, and Contractor do not warrant to each other that any Electronic File they provide **(1)** was not altered through transmission; **(2)** is compatible with the recipient's computer system or software; **(3)** will not be altered through degradation of the recipient's storage media; or **(4)** is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format.

12.1.3.4 Before relying on any Electronic File, it receives, the recipient is responsible for verifying that the Electronic File was not altered through transmission, degradation of the recipient's own storage media, or other causes.

12.1.3.5 If the recipient of an Electronic File converts/translation the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file.

12.1.3.6 The Owner, Contracting Authority, A/E, and Contractor shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives.

12.1.3.7 In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern.

12.1.3.8 This **Section 12.1.3** does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's Documents.

12.2 Public Relations

12.2.1 Publicity prior to completion of the Project. Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control, and with the consent of, the Owner.

12.2.2 Publicity after completion of the Project. After completion of the Project, the Contractor may exercise reasonable public relations and marketing efforts related to the Project, provided the Contractor properly identifies the Owner and Contracting Authority, and their participation in the Project.

12.2.3 Professional Photography. If the Contractor commissions photography of the completed Project, the Contractor shall include in its photography agreements a release for unrestricted and unlimited use of photographs by the Owner and Contracting Authority and shall provide the Owner and Contracting Authority with a reasonable quantity of photographs for use in the Owner's and the Contracting Authority's marketing and awareness activities, including, but not limited to, profiles of the Project on their respective websites.

12.2.4 Craft Awards and Other Recognition. If the Contractor submits the Project for craft awards or other similar venues for recognition of the Project, the Contractor shall properly identify the Owner and Contracting Authority, and their participation in the Project. In addition, if the Project receives any craft award or other recognition, the Contractor shall provide duplicate copies of the award plaque or other memento of the award to the Owner and Contracting Authority.

12.3 Application and Governing Law

12.3.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction.

12.3.2 The parties to the Contract shall comply with Applicable Law.

12.3.3 Other rights and responsibilities of the Contractor, A/E, Contracting Authority, and Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

12.4 Conditions of the Contract

12.4.1 These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Ohio Facilities Construction Commission.

12.5 Notice of Commencement.

12.5.1 The Contracting Authority shall prepare a Notice of Commencement and make it available as required under ORC Section 1311.252.

12.5.2 Upon request, the Contracting Authority or the Contractor shall furnish the Notice of Commencement to Subcontractors or any other member of the public.

12.6 Written Notice

12.6.1 Notice under the Contract Documents shall be validly given if:

12.6.1.1 delivered personally to a member of the organization for whom the notice is intended;

12.6.1.2 delivered, or sent by registered or certified mail, to the last known business address of the organization; or

12.6.1.3 sent by facsimile, email, or web-based project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission.

12.6.2 When the Owner, Contracting Authority, A/E, or Contractor gives notice to one of the other 3, it shall also simultaneously send a copy of that notice to the others.

12.6.3 A copy of all notices, certificates, requests, or other communications to the Contracting Authority shall be sent to the Project Manager.

12.6.4 In the event of an emergency involving the Project, including, but not limited to, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the Contractor shall immediately notify the A/E, Contracting Authority, and Owner by telephone.

12.6.5 The Contracting Authority, Owner, A/E, or Contractor may, by written notice given hereunder, designate addresses, telephone numbers, email addresses, or facsimile numbers to which notices, certificates, requests, or communications shall be sent.

12.7 Taxes

12.7.1 Only those materials that ultimately become a part of the completed structure or improvement that constitutes the Project shall be exempt from state sales tax and state use tax.

12.7.2 The purchase, lease, or rental of material, equipment, parts, or expendable items as concrete form lumber, tools, oils, greases, and fuels, which are used in connection with the Work, are subject to the application of state sales tax and state use tax.

12.8 Computing Time

12.8.1 When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

12.8.2 Except as excluded under **Section 12.8.1**, the Contract Times and all other periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as legal holidays by **Section 12.8.4**.

12.8.3 The standard workdays for State projects are Monday through Friday, excluding legal holidays.

12.8.4 Legal holidays are as follows:

12.8.4.1 New Year's Day – First Day in January;

12.8.4.2 Martin Luther King Jr. Day – Third Monday in January;

12.8.4.3 Washington-Lincoln (President's) Day – Third Monday in February;

12.8.4.4 Memorial Day – Last Monday in May;

12.8.4.5 Independence Day – Fourth day of July;

12.8.4.6 Labor Day – First Monday in September;

12.8.4.7 Columbus Day – Second Monday in October;

12.8.4.8 Veterans' Day – Eleventh Day of November;

12.8.4.9 Thanksgiving Day – Fourth Thursday of November; and

12.8.4.10 Christmas Day – Twenty-fifth day of December.

12.8.5 If a legal holiday falls on a Saturday, it is observed on the preceding Friday. If a legal holiday falls on a Sunday, it is observed on the following Monday.

12.9 Time of the Essence

12.9.1 Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing the Agreement, the Contractor acknowledges that the Contract Times are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. By signing the Construction Schedule, the Contractor acknowledges that the specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

12.9.1.1 The Notice to Proceed establishes the date for commencement of the Work.

12.9.1.2 The Contractor acknowledges that the Owner has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the associated Contract Time.

12.9.1.3 The Contractor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Construction Progress Schedule.

12.9.1.4 The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the Contract Times under **Article 8**, unless otherwise required by ORC Section 4113.62.

12.10 Successors and Assigns

12.10.1 The Contracting Authority and Contractor each bind themselves, their successors, assigns, and legal representatives, to the other party to this Contract and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Contract.

12.10.2 The Contracting Authority and Contractor each acknowledge that the Owner is an intended third-party beneficiary of this Contract.

12.10.3 The Contractor shall not assign, or transfer any right, title, or interest in this Contract without the Contracting Authority's prior written consent.

12.11 Extent of Contract

12.11.1 Entire Contract. The Contract Documents represent the entire and integrated agreement between the

Contracting Authority and Contractor and supersede all prior negotiations, representations, or agreements, either written or oral.

12.11.2 Multiple Counterparts. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

12.11.3 Captions. The captions and headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

12.11.4 Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Contract, the provisions of this Contract shall prevail.

12.12 Severability

12.12.1 If any term or provision of this Contract or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by Applicable Law.

12.13 Electronic and Facsimile Signatures

12.13.1 Any party hereto may deliver a copy of its counterpart signature page to this Contract via electronic signature software, fax, e-mail, or web-based project management software. Each party hereto shall be entitled to rely upon an electronic, scanned, or facsimile signature of any other party delivered in such a manner as if such signature were an original.

12.14 No Third-Party Interest

12.14.1 Except as expressly provided under Sections 6.2.3 through 6.2.5 and Section 12.10.2, (1) no person or entity, other than the Contracting Authority and Contractor, will have any right or interest under the Contract, and (2) the Contract does not create a contractual relationship of any kind between any people or entities other than the Contracting Authority and Contractor.

12.15 Ohio Retirement System

12.15.1 All individuals employed by the Contractor that provide personal services to the Contracting Authority or Owner are not public employees for the purposes of ORC Chapter 145, as amended.

12.15.2 If the Contractor is a PERS retirant, as defined by ORC Section 145.38, the Contractor shall notify the Contracting Authority of such status in writing prior to commencement of Work. The Contracting Authority, Owner, or State is not responsible for changes to the Contractor's retirement benefits resulting from entering into this Contract.

12.16 No Waiver

12.16.1 The failure of the Contracting Authority or Contractor to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract or to exercise any rights under the Contract or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

12.17 Rights and Remedies

12.17.1 The duties, obligations, rights, and remedies under the Contract are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Applicable Law.

12.18 Survival of Obligations

12.18.1 All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Contract, will survive final payment, completion and acceptance of the Work, and termination or completion of the Contract.

END OF DOCUMENT



APPENDIX A

**"APPENDIX A" OF THE STATE EEO BID CONDITIONS
MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES**

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

AKRON		CINCINNATI		CLEVELAND	
All Trades	10%	<u>Trade</u>		<u>Trade</u>	
		Asbestos Workers	9%	Asbestos Workers	17%
		Boilermakers	9 %	Boilermakers	10%
		Carpenters	10%	Carpenters	16%
COLUMBUS					
All Trades	10%	Elevator Constructors	1%	Electricians	20%
		Floor Layers	10%	Elevator Constructors	20%
		Glaziers	10%	Floor Layers	11%
		Lathers	10%	Glaziers	17%
DAYTON					
All Trades	11%	Marble, Tile, Terrazzo	8%	Ironworkers	13%
		Millwright	10%	Operating Engineers	17%
		Operating Engineers	11%	Painters	17%
		Painters	11%	Pipefitters	17%
TOLEDO					
All Trades	9%	Pipefitters	11%	Plasterers	20%
		Plasterers	10%	Plumbers	17%
		Plumbers	11%	Roofers	17%
YOUNGSTOWN					
All Trades	9%	Sheet Metal Workers	11%	Other Trades	17%
		Other Trades	11%		

APPENDIX

B

"APPENDIX B" OF THE STATE EEO BID CONDITIONS
SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

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

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

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

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

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

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area. To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

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

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

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

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

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action-oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 6020).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

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

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

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

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

APPENDIX C

**"APPENDIX C" OF THE STATE EEO BID CONDITIONS
FEMALE UTILIZATION GOALS**

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

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

	<i>Company Name</i>	<i>Primary Bid</i>	<i>Alternate Bid</i>	<i>Bid Bond Received</i>
1	Majors Enterprises Inc.	\$393,809.00	/	yes
2				
3				
4				
5				
6				
7				



**Todhunter Road PRV
2025-OPWC-01
OPWC PID CJ19AC**

October 3, 2025, 2025

PREPARED BY THE CITY OF MONROE

233 S MAIN STREET MONROE, OHIO 45050

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This Document is a service instrument of the CITY OF MONROE, OHIO and is to be used only in conjunction with this project.



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APPENDIX

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Notice to Bidders

PRESSURE REDUCING VALVE REMOVAL AND REPLACEMENT

Todhunter Road at Holman Drive, City of Monroe, Butler County, Ohio

Project ID: OPWC CJ19AC

Prepared for: City of Monroe Public Works Department

Prepared by: Jones Warner Consultants, Inc.

Date: October 3, 2025

PROJECT OVERVIEW

The City of Monroe Public Works Department is replacing the existing pressure-reducing valve facility located at the northwest corner of Todhunter Road and Holman Drive. The current vault and equipment have reached the end of their service life and no longer meet the city's operational needs for reliable water pressure management in this distribution zone. This project will thoroughly remove the existing PRV vault and all associated piping and construct a new, modern facility to provide better pressure control and remote monitoring capabilities.

The new facility will feature a cast-in-place concrete vault housing dual pressure-reducing valves sized to handle the varying flow demands in this section of the water system. The installation includes modern SCADA telemetry equipment, allowing water department staff to monitor valve performance and system pressures remotely, improving response times for maintenance and operational adjustments. The project also incorporates updated safety features and access provisions that meet current OSHA standards for confined space entry. Existing electric service is on-site but will need to be relocated in closer proximity to the new vault. This will include a new weatherproof 125-amp panel, breakers, outlets, and an equipment rack as noted in the construction drawings.

Construction will require excavating the existing vault area and installing new connecting piping to tie into the existing 12-inch water main. The work also includes modifications to the pipeline alignment with new directional fittings to optimize flow characteristics through the valve station. Site restoration will return the area to its original condition with new pavement, topsoil, and seeding as required.

PROJECT SCOPE

This project completely replaces water pressure regulation infrastructure connecting the city's eastern and western pressure zones. Work includes demolition of existing facilities, excavation and construction of a new valve vault, installation of pressure-reducing equipment, electrical service for monitoring systems, and complete site restoration. The new facility will provide the city with improved operational control and monitoring capabilities while ensuring reliable water pressure management for the surrounding distribution system.

ELECTRICAL SCOPE

The work consists of relocating and modifying the existing 100-amp electrical service. Activities include disconnecting and moving the electric meter, service, and breaker panel as required to facilitate construction. The contractor shall coordinate with Duke Energy to arrange for the disconnection of the electrical service prior to the start of work.

Upon completion of construction, the contractor shall provide and install a new supporting structure, breaker panel, and meter base. The supporting structure must be constructed entirely of metal and rated for outdoor weather conditions. The contractor shall reconnect and re-energize the electrical service on this new structure. All electrical components must be furnished and installed by the contractor to provide a complete and fully functioning service.

Interior electrical work within the vault shall include the installation of electrical outlets to support sump pump and

SCADA RTU operation, a weather-rated light fixture, and a light switch. All circuits must be properly sized and installed in compliance with applicable electrical codes.

All work must be performed in accordance with applicable codes, utility requirements, and inspection standards. The contractor is solely responsible for securing and coordinating all required permits, inspections, and approvals. Necessary electrical permits and inspections must be obtained through the City of Monroe's Development Department.

CONSTRUCTION CONSIDERATIONS

The project requires coordination with the Ohio Utilities Protection Service and implementation of traffic control measures during construction. Work will be scheduled to minimize disruptions to water service in the area, with temporary service arrangements as needed. All construction activities will follow City of Monroe standards and specifications, with particular attention to proper backfill and compaction procedures around the new vault structure and connecting piping.

PROJECT FUNDING & COMPLIANCE

This project is funded through a partnership between the Ohio Public Works Commission (OPWC Project ID: CJ19AC) and the City of Monroe, with the state providing financial assistance for this essential water infrastructure improvement. The project contract includes comprehensive OPWC compliance requirements that ensure adherence to state standards for publicly funded construction projects.

Key Compliance Requirements:

- **Prevailing Wage Standards:** All contractors and subcontractors must comply with Ohio Prevailing Wage Laws per Ohio Revised Code Chapter 4115, with certified payroll reporting requirements and posting of wage schedules on-site.
- **Equal Employment Opportunity:** Contractors must maintain a valid Certificate of Compliance from the Ohio Department of Development and implement affirmative action programs as specified in Ohio Administrative Code Chapters 123:2-3 through 123:2-11.
- **Ohio Preference:** Priority use of Ohio products, materials, services, and labor in accordance with Ohio Revised Code Section 164.05(A)(6).
- **Steel Products:** Compliance with domestic steel use requirements per Ohio Revised Code Section 153.011.
- **Workers' Compensation:** Maintain valid Ohio workers' compensation coverage and enroll in the Drug-Free Workplace Program per Ohio Revised Code Section 153.03.

The contract incorporates state-mandated reporting procedures, quality assurance measures, and documentation standards that ensure proper stewardship of public funds while delivering a high-quality infrastructure improvement that will serve the community for decades.

Note: Where conflicts exist between OPWC requirements and City of Monroe requirements, OPWC requirements shall take precedence.

1. STEEL PRODUCTS MADE IN THE UNITED STATES

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

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

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

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

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

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

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

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

3. UNRESOLVED FINDING FOR RECOVERY

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

4. OHIO WORKERS' COMPENSATION COVERAGE

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

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

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

5. DRUG-FREE WORKPLACE PROGRAM

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

6. OHIO PREFERENCE

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

7. BID GUARANTY

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

8. OHIO ETHICS LAW

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

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

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

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

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

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

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

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

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

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

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

>>> Has the contractor and subcontractor bidder developed an affirmative action program in conformity with Ohio Adm. Code 123:2-3-04 prior to the bid opening ? ____ Yes ☒ No

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

BIDDER'S EEO COVENANTS:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations, and applicable orders of the Department of Development.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the Department of Development and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the Department of Development and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the Department of Development pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the Department of Development for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Contracting Agency by the 10th of each month.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the Department of Development, or as otherwise provided by law. If its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio because of said breach.

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

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

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts. Mitch Morgan President 10/2/25
Signature of Authorized Officer Date Title

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



Advertisement for Bids

CITY OF MONROE, OHIO 00 11 13- ADVERTISEMENT FOR BIDS

Todhunter PRV – OPWC CJ19AC

Sealed bids will be received by:

City of Monroe Public Works
1000 Holman Ave
Monroe, Ohio 45050

Bid Due: October 3, 2025, 10:00 AM

Bids will be opened and read aloud at the address and time listed above for the following Project:

Project Number: 2025-OPWC-01

Project Name: Todhunter PRV

Project Address: Todhunter Road and Holman Drive

in accordance with the Contract Documents prepared by:

Company Name: JWCI, Inc.
Company Address: 8401 Claude Thomas Road, Suite 51, Franklin, Ohio 45005
Contact Name: Greg Miller
Email: gmiller@joneswarner@gmail.com

Contract Documents are ONLY available electronically by emailing [Engineering at \[engineering@monroeohio.org\]\(mailto:Engineering@monroeohio.org\)](mailto:Engineering@monroeohio.org). No fees apply to obtaining these documents.

- Bids shall be submitted in sealed envelopes, properly identified with the bidder's name, contract number, bid opening date and a statement that it is a sealed bid covering the services for which the bid is submitted. Bids shall be addressed to the Monroe Department of Public Works, 1000 Holman Avenue, Monroe, Ohio 45050.
- Prevailing Wage rates and Equal Employment Opportunity requirements are applicable to this Project.
- Bids must be accompanied by a Bid Security made payable to the City of Monroe in the amount of 10% of the Bidder's maximum Bid price per ORC 153.57.
- The City of Monroe, Ohio reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems most advantageous to the City. All Bids shall remain subject to acceptance for up to 60 days after opening receiving Bids.

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following locations:

The Builder's Exchange, Inc. (Dayton)
2077 Embury Park Rd, Dayton, OH 45414
Phone: (937) 278-5723
Contact: John Grandetti (Do NOT send documents)
Email: jgrandetti@bxohio.com
Website: www.bxohio.com

Cincinnati Builders Exchange
4350 Glendale-Milford Rd, Ste 120, Cinti, OH 45242
Phone: (513) 769-4800 Ext 203
Contact: Ashley Grandetti
Email: agrandetti@bxohio.com
Website: www.bxohio.com

END OF DOCUMENT



Instructions to Bidders

CITY OF MONROE, OHIO 00 21 13 – Instruction to Bidders

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ARTICLE 1 - GENERAL INSTRUCTIONS

1.1 Applicable Law and Forum

1.1.1 The rights of any Bidder or any party to a subsequent Contract shall be governed by the laws of the City of Monroe, Ohio, State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding related to the Bid or any subsequent Contract. The Bidder irrevocably consents to such jurisdiction.

1.2 Project Scheduling and Coordination

1.2.1 When the Contract Documents refer to a period of time by a number of days, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted, and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday.

1.2.2 The time for completion of the Project indicated on the **Bid Form** is the time for Substantial Completion applicable to the Bidder.

1.2.3 The City of Monroe may assign all or any portion of its interest in a Contract with one or more of the successful Bidders to another successful Bidder as an agreed condition for an award of the Contract for the respective Bid. The assignment may include, without limitation, the duty to schedule, coordinate, and administer the Contract.

1.2.4 The Contractor is responsible for scheduling the Project, coordinating the Subcontractors, and providing other services identified in the Contract Documents.

1.2.5 By submitting its Bid, the Bidder indicates its understanding that the Contract Sum, based on its Bid and as amended by Change Orders, includes all costs that the Contracting Authority owes the Bidder.

1.3 Written Notice

1.3.1 Notice under the Contract Documents shall be validly given if:

1.3.1.1 delivered personally to a member of the organization for whom the notice is intended;

1.3.1.2 delivered, or sent by registered or certified mail, to the last known business address of the organization; or

1.3.1.3 sent by facsimile, email, or web-based project management software, provided the original signed document is delivered within 3 business days after the date of the electronic transmission.

1.3.2 Notices provided to one Project Participant from another shall be simultaneously copied to the prospective Bidders, the Owner, the Contracting Authority, and the A/E.

ARTICLE 2 - BIDDING PROCEDURES

2.1 Examination of Contract Documents and the Site

2.1.1 Before submitting a Bid, the Bidder shall examine all Contract Documents, including, but not limited to, the Drawings, Specifications, and Addenda for all divisions of Work for the Project, noting in particular all requirements that may affect its Work in anyway.

2.1.2 The Bidder's failure to become acquainted with the extent and nature of the Work required to complete any portion of the Work in conformity with the requirements of the Contract Documents shall not be a basis for additional compensation.

2.1.3 Before submitting a Bid, the Bidder should not only examine and evaluate the Site and related Project conditions where the Work will be performed, but shall also consider when the Work will be performed including, but not limited to, the following:

2.1.3.1 the condition, layout, and nature of the Site and surrounding area;

2.1.3.2 the availability and cost of labor;

2.1.3.3 the availability and cost of materials, supplies, and equipment;

2.1.3.4 the cost of temporary utilities required in the Bid;

2.1.3.5 the cost of any permit or license required by a local or regional authority having jurisdiction over the Project;

- 2.1.3.6** the usual weather conditions of the Project location;
- 2.1.3.7** conditions bearing upon transportation, disposal, handling, and storage of equipment, materials, and waste; and
- 2.1.3.8** subsurface and concealed physical conditions and related information provided in the Contract Documents.

2.2 Pre-Bid Meeting

- 2.2.1** The Bidder is encouraged to attend the pre-bid meeting. Where the A/E and the Owner will receive questions regarding the Contract Documents. If not given in Document 00 11 13 – Advertisement for Bid, the A/E shall issue a notice of the time and place of any pre-bid meeting to each registered Plan Holder.
- 2.2.2** The A/E shall prepare minutes of the pre-bid meeting for the Project record. If questions raised by the prospective Bidders require changes to, or clarifications of, the Contract Documents, the A/E shall issue the changes by written Addendum, along with a list of pre-bid meeting attendees.
- 2.2.3** Additional compensation shall not be based upon the Bidder's failure to attend the pre-bid meeting, which results in the Bidder's incomplete knowledge and familiarity of the Project requirements.

2.3 Request for Interpretation

- 2.3.1** If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy within the Contract Documents, including the Drawings, Specifications, and Addenda, or between any of the Contract Documents and Applicable Law, the Bidder shall submit a written Request for Interpretation ("RFI") to the A/E for an interpretation or clarification.
 - 2.3.1.1** The Bidder is responsible for prompt delivery of the RFI.
 - 2.3.1.2** The A/E shall respond to RFIs received more than 7 days before the bid opening.
 - 2.3.1.3** The Bidder shall submit the RFI on or before September 26, 2025
- 2.3.2** The A/E shall issue Addenda in response to RFIs that modify or clarify the Contract Documents. Any Addenda issued within 72 hours before any bid opening (excluding Saturdays, Sundays, and legal holidays) shall extend the bid opening date by 7 days pursuant to **Section 3.3.1**.
 - 2.3.2.1** The Addenda may be delivered via facsimile or e-mail, posted to a web or FTP site, or otherwise furnished to each registered Plan Holder.
- 2.3.3** Any interpretation or clarification of the Contract Documents made by any Person other than the A/E, in any manner other than a written Addendum, shall not be binding, and the Bidder shall not rely upon the interpretation or clarification.
- 2.3.4** The successful Bidder shall not be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents or proposed Contract Documents, or assumed conditions regarding the nature, extent, or character of the Work, if the Bidder did not submit a related RFI prior to the bid opening.

2.4 Substitutions and "Or Equal" Items

- 2.4.1** If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture, or item other than the Basis of Design or Acceptable Components named in the Specifications, the Bidder shall certify that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified.
 - 2.4.1.1** If approval of a Substitution requires changes to the Contract Documents or affects the work of other trades, the Bidder is responsible for the additional costs, including, but not limited to, changes to the design by the A/E.
- 2.4.2** The Bidder shall submit its request for Substitution to the A/E for review and approval, which must include:
 - 2.4.2.1** the name and complete description of the proposed Substitution, including Drawings, performance and test data, and other information necessary for a complete evaluation; and
 - 2.4.2.2** a statement setting forth any changes that the Proposed Substitution will require in the Contract Documents or the Project.

2.5 Bid Form

2.5.1 Each Bid shall be submitted on the **Bid Form** and sealed in an envelope clearly marked as containing a Bid, indicating the Contracting Authority's Project number and name, and the date and time of the bid opening on the envelope. Refer to **Section 3.1.2** for requirements related to envelope markings.

2.5.1.1 Any change, alteration, omission, or addition in the wording of the **Bid Form** shall cause the Bid to be rejected as non-responsive.

2.5.1.2 All pages of the **Bid Form**, including a completed "Bidder Affirmation and Disclosure" page acknowledging that the Bidder affirms, understands, and will abide by the requirements of Executive Order 2019-12D. Failure to do so may cause the Bid to be rejected as non-responsive.

.1 If the names, locations, and service locations of Subcontractors are not known at the time of the Bid Opening, the Bidder must provide the information requested with its **Subcontractor and Material Supplier Declaration** form.

2.5.2 Unless the Bidder withdraws the Bid as provided in **Article 4**, the Bidder is required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.

2.5.3 The Bidder shall fill in all relevant blank spaces on the **Bid Form** by printing in ink or by typewriting, and not in pencil.

2.5.3.1 The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions, or misspellings of words shall not render the words ambiguous.

2.5.3.2 The Bidder shall initial alteration or erasure of items filled in on the **Bid Form**.

2.5.4 If the Bidder is a corporation, partnership, or sole proprietorship, an officer, partner, or principal of the Bidder shall print or type the legal name of the Bidder on the line provided and sign the **Bid Form**. If the Bidder is a joint venture, an officer, partner, or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the **Bid Form** on behalf of that member. All signatures must be original.

2.6 Allowances

2.6.1 If Allowances are provided on the **Bid Form**, the amount of each Allowance shall be included in the Base Bid amount. Allowances shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the amount of the Allowance and the actual cost of the related Work provided. Allowances shall not include the Contractor's Fee.

2.7 Unit Prices

2.7.1 If Unit Prices are requested on the **Bid Form**, the amount of the scheduled quantities shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the **Bid Form** and the actual quantities provided.

2.7.2 Unit Prices shall include all materials, equipment, labor, delivery, installation, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. Unit Prices shall not include the Contractor's Fee on account of the associated Unit Price Work. The Bidder shall submit Unit Prices for all items listed.

Alternates

2.7.3 If an Alternate is listed on the **Bid Form**, the Bidder shall fill in the applicable blank with an increased or decreased bid amount and indicate which by circling the word "ADD" or the word "DEDUCT" as applicable. The Contracting Authority reserves the right to accept or reject any or all bid amounts for Alternates, in whole or in part, and in any order.

2.7.3.1 If no change in the bid amount is required, indicate "No Change" or "\$0."

2.7.3.2 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry on any Alternate shall cause the Bid to be rejected as non-responsive if that Alternate is selected.

2.7.3.3 Failure to indicate a negative number by circling "DEDUCT," preceding the number by a minus sign, or

enclosing the number in parentheses will indicate the Bidder's intent to increase the Base Bid by the amount entered in the applicable blank.

2.7.3.4 If an Alternate is not selected, an entry as listed in **Section 2.9.1.2** on that Alternate shall not, by itself, render a Bid non-responsive.

2.8 Submittals with Bid Form

2.8.1 The Contracting Authority shall reject a Bid as non-responsive if the Bidder fails to submit the following with the Bid Form in a sealed envelope:

2.8.1.1 A Bid Guaranty as provided in **Article 5**, meeting the requirements of Ohio Revised Code ("ORC") Sections 153.54 and 153.571.

2.8.2 If the apparent low Bidder does not submit a valid Power of Attorney of the agent signing for the Surety with its Bid, the Contracting Authority shall direct the apparent low Bidder to deliver a valid and appropriate Power of Attorney to the Contracting Authority within a period determined by the Contracting Authority. The Contracting Authority shall not enter into a Contract without a valid Power of Attorney.

2.8.3 The Bidder is encouraged to submit background information with its Bid using the **Bidder's Qualifications** form and including, but not limited to, the information listed in this **Section 2.10**. If the apparent low Bidder does not submit the Bidder's Qualifications form and related information with its Bid, the Bidder shall provide it upon request in accordance with Section 3.5.4, including but limited to:

2.8.3.1 the overall experience of the Bidder, including number of years in business under present and former business names;

2.8.3.2 a complete listing of all the Bidder's ongoing construction projects and a listing of construction projects which are similar in cost and type to the Project completed by the Bidder in the last 5 years. Include information of the scope of work and value of each contract, a description of Encouraging Diversity Growth and Equity ("EDGE") participation and performance, and a project name/contact Person/address/phone number for the owner and the architect or engineer for each project;

2.8.3.3 a Certificate of Compliance with Affirmative Action Programs, issued pursuant to ORC Section 9.47, by the Equal Opportunity Coordinator of the Department of Administrative Services;

2.8.3.4 a complete listing of Affirmative Action and EDGE program violations in the last 5 years;

2.8.3.5 a complete listing of Prevailing Wage, EPA, OSHA, or other regulatory entity issues or violations in the last 5 years;

2.8.3.6 a complete listing of judgments, claims, arbitration proceedings or suits pending or outstanding in the last 5 years;

2.8.3.7 a complete listing of Drug-Free Workplace Program and Drug-Free Safety Program ("DFSP") violations in the last 5 years;

2.8.3.8 upon request of the Contracting Authority, the apparent low Bidder shall submit the following information, which is not a public record under ORC Section 149.43; and shall remain confidential, except under proper order of a court:

.1 an annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking; or

.2 a financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking.

2.8.3.9 a description of the Bidder's relevant facilities and major equipment, whether leased or owned;

2.8.3.10 a description of the management experience of the Bidder's project manager(s) and superintendent(s) and a comprehensive resume for each;

2.8.3.11 to support a Bond, a current and signed Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business as a surety in Ohio;

2.8.3.12 a current Ohio Workers' Compensation Certificate;

2.8.3.13 if the Bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State; or, if the Bidder is a foreign person or partnership, evidence that the

Bidder filed, with the Ohio Secretary of State, a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive;

2.8.3.14 evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the Ohio Bureau of Workers' Compensation ("OBWC"); and

2.8.3.15 any other data or information which the A/E may request concerning the responsibility of the Bidder, including a complete list of major Subcontractors with an estimated contract value of \$200,000 or more, which the Bidder proposes to employ on the Project.

2.9 Changes in the Bid Amount

2.9.1 Any change to a previously submitted Bid shall be in writing and received by the Contracting Authority before the time scheduled for the bid opening.

2.9.2 Changes shall provide an amount to be added to, or subtracted from, the bid amount, so that the final bid amount may be determined only after the sealed envelope is opened.

2.9.3 If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the

2.9.4 Contracting Authority may, in its sole discretion, reject the Bid as non-responsive.

ARTICLE 3 - BID OPENING AND EVALUATION

3.1 Delivery of Bid

3.1.1 The Bidder shall submit its Bid to the Contracting Authority at the location indicated in **Document 00 10 00 - Solicitation** prior to the time scheduled for the bid opening.

3.1.2 If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall also be clearly marked as containing a Bid with the Project name and Project number, construction trade of the Bid, and the date and time of the bid opening shown on the envelope.

3.1.3 Bids that arrive at the location designated in **Document 00 10 00 - Solicitation** after the time set for the bid opening shall not be opened or considered.

3.2 Bid Opening

3.2.1 Sealed Bids shall be received at the location designated in **Document 00 10 00 - Solicitation** until the time stated when all Bids shall be opened, read aloud, and the tabulation made public.

3.2.2 The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

3.2.3 The contents of the bid envelope are public records and open for inspection, upon request, at any time after the bid opening, except for any information that is not defined as a public record under Ohio law.

3.3 Bid Opening Extension

3.3.1 If an Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall be extended 7 days. If the Contracting Authority approves, the bid opening may be extended for more than 7 days, and consideration for additional advertising may be recommended.

3.3.2 As part of issuing any Addendum earlier than 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, only the Contracting Authority may approve a revised bid opening date or additional advertising.

3.4 Bid Evaluation Criteria

3.4.1 The Contracting Authority reserves the right to accept or reject any or all Bids, in whole or in part, and reserves the right to award the Contract to any remaining Bidder the Contracting Authority determines, in its sole discretion, to have submitted the lowest responsive and responsible Bid.

3.4.2 The Contracting Authority reserves the right to accept or reject any or all Alternates and Unit Prices. Alternates and Unit Prices may be accepted or rejected in any order. In the event of an error in the Unit Pricing, the listed Unit Price will be considered correct and the Bid determined from these Unit Prices.

3.4.3 If any Bidder has engaged in collusive bidding, the Contracting Authority shall reject that Bidder's Bid as non-responsible for the Contract. A collusive bidder may also be debarred from future State Contracts.

3.4.4 The Contracting Authority reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the bid amount, or otherwise give the Bidder a competitive advantage. Noncompliance with any material requirements of the Contract Documents shall cause a Bid to be rejected as non-responsive.

3.4.5 If, in the opinion of the Owner, the award of the Contract to the lowest Bidder is not in the best interest of the State, with the written consent of the Contracting Authority, the Owner may accept, in its discretion, another Bid so opened, or the Contracting Authority may reject all Bids and advertise for other Bids. The advertisement shall be for the period, in the form, and in the publications directed by the Contracting Authority.

3.5 Bid Evaluation Procedure

3.5.1 The Contract shall be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Contracting Authority, or all Bids may be rejected in accordance with Applicable Law.

3.5.1.1 In determining which Bid is the lowest, the Contracting Authority shall consider the Base Bid and the bid amounts for any Alternate, or Alternates, which the Owner decides, in its sole discretion, to accept.

3.5.1.2 The total of the bid amounts for the accepted Alternate(s) shall be added to, or deducted from, the Base Bid, as applicable, for determining the lowest Bidder.

3.5.1.3 If two Bidders submit the same bid amount and both are determined to be responsive and responsible, the Contracting Authority may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final.

3.5.1.4 If one of the Bidders refuses to participate in, or fails to be present at, the flip of a coin, the remaining Bidder shall be selected.

3.5.2 A Bidder for a Contract shall be considered responsive if the Bidder's Bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents that would affect the amount of the Bid or otherwise give the Bidder a competitive advantage.

3.5.2.1 A Bid shall be rejected as non-responsive if the Bid contains a Bid Guaranty executed by a Surety not licensed in Ohio or a Bid Guaranty that is otherwise determined to be insufficient by the Contracting Authority.

3.5.2.2 The Bidder may be subject to a Pre-Award Affirmative Action Compliance Review pursuant to OAC Section 123:2-5-01 including a review of the Bidder's employment records and an on-site review.

.1 The Bidder must submit the information requested no later than 10 days after receipt of the request.

Failure to timely respond to this request for records may result in the Bidder being found non-responsive.

3.5.2.3 If the lowest Bidder is non-responsive, the Bidder shall be notified according to **Section 3.6**.

3.5.3 In determining whether a Bidder is responsible, factors to be considered include, without limitation:

3.5.3.1 preferences required by law, where applicable;

3.5.3.2 the experience of the Bidder;

3.5.3.3 the financial condition of the Bidder;

3.5.3.4 the conduct and performance of the Bidder on previous Contracts, including compliance with Equal Employment Opportunity in the Construction Industry Administrative Rules, OSHA and Prevailing Wage laws, and demonstration of good faith effort to participate in the EDGE Business Development program, or actual participation in the EDGE Business Development program, or both, as indicated in the ORC and the Ohio Administrative Code;

3.5.3.5 the facilities of the Bidder;

3.5.3.6 the management skills of the Bidder, including the capability of the Bidder to construct and manage the entire Project, including but not limited to the plumbing, fire protection, heating, ventilating and air conditioning, and electrical branches or classes of the Work; and

3.5.3.7 the Bidder's ability to execute the Contract properly, including past performance of the Bidder and the Subcontractors that the Bidder proposes to use on the Project.

3.5.4 The A/E shall obtain from the lowest responsive Bidder any information the Contracting Authority determines

appropriate to consideration of factors showing responsibility. If the lowest responsive Bidder is responsible, the Contract shall be awarded to that Bidder, unless all Bids are rejected. The Bidder shall provide all requested information within 3 days of a request from the A/E, or a longer period, if the Contracting Authority consents in writing.

3.5.5 If the lowest responsive Bidder is not responsible, the Contracting Authority shall evaluate the next lowest Bidder according to the procedures set forth in this **Section 3.5** until the Contract is awarded, all Bids are rejected, or all responsive Bidders are determined to be not responsible.

3.6 Rejection of Bid

3.6.1 If the lowest Bidder is not responsive or responsible, the Contracting Authority shall reject the Bid and notify the Bidder in writing by Certified Mail of the finding and the reasons for the finding.

3.6.2 Ten Percent Rule.

3.6.2.1 If the lowest responsive and responsible Bid for the Contract, including the Base Bid and accepted Alternates if any, exceeds an amount 10 percent greater than the published Estimated Construction Cost for the Contract, the Contracting Authority reserves the right to consider the current market conditions and allow an exception to accept the lowest responsive and responsible Bid or reject all Bids.

3.6.3 A Bidder notified in accordance with **Section 3.6.1** may object to its rejection by filing a written protest, which must be received by the Contracting Authority within 5 days of the notification provided pursuant to **Section 3.6.1**.

3.6.4 Upon receipt of a timely protest, the Contracting Authority shall meet with the protesting Bidder to hear its objections. ORC Chapter 119 administrative hearing requirements are not applicable to the bid protest meeting.

3.6.4.1 No Contract award shall become final until after the Contracting Authority has met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Contracting Authority.

3.6.4.2 If all protests are rejected, the Contract shall be awarded to the lowest responsive and responsible Bidder, or all Bids shall be rejected.

3.7 Notice of Intent to Award

3.7.1 The Contracting Authority shall notify the apparent successful Bidder that upon satisfactory compliance with all condition's precedent for execution of the Contract, within the time specified, the Bidder shall be awarded the Contract.

3.7.2 The Contracting Authority reserves the right to rescind any Notice of Intent to Award if the Contracting Authority determines it issued the Notice of Intent to Award in error, or if the conditions precedent for execution of Contract set forth in **Article 6** are not met.

ARTICLE 4 - WITHDRAWAL OF BID

4.1 Withdrawal prior to Bid Opening

4.1.1 A Bidder may withdraw a Bid after the Contracting Authority receives the Bid, provided the Bidder makes a request in writing and the Contracting Authority receives the request prior to the time of the bid opening, as determined by the Contracting Authority.

4.2 Withdrawal after Bid Opening

4.2.1 The Bid shall remain valid and open for acceptance for a period of 60 days after the bid opening; provided, however, a Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the bid amount.

4.2.1.1 Notice of a request to withdraw a Bid shall be made in writing filed with the Contracting Authority within 2 business days after the bid opening. The Contracting Authority reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

4.2.1.2 No Bid may be withdrawn under **Section 4.2.1** which would result in awarding a Contract involving the same item on another Bid to the same Bidder.

4.2.2 If a Bidder withdraws its Bid under **Section 4.2.1**, the Contracting Authority may award the Contract to the next lowest responsive and responsible Bidder or reject all Bids and advertise for other Bids. In the event the Contracting Authority advertises for other Bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising, and printing and mailing of notices to prospective Bidders, if the Contracting Authority finds that these costs would not have been incurred but for the withdrawal.

4.2.3 A Bidder may withdraw the Bidder's Bid at any time after the 60-day period described in **Section 4.2.1** by giving written notice to the Contracting Authority.

4.3 Refusal to Accept Withdrawal

4.3.1 If the Contracting Authority contests the right of a Bidder to withdraw a Bid pursuant to **Section 4.2.1**, a hearing shall be held within 10 days after the bid opening and the Contracting Authority shall issue an order allowing or denying the claim of this right within 5 days after the hearing is concluded. The Contracting Authority shall give the withdrawing Bidder timely notice of the time and place of the hearing.

4.3.1.1 The Contracting Authority shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.3.1.2 Pursuant to ORC Section 119.12, the Bidder may appeal the order of the Contracting Authority required by **Section 4.3.1**.

4.4 Refusal to Perform

4.4.1 In the event the Contracting Authority denies the request for withdrawal and the Bidder refuses to perform the Contract, the Contracting Authority may reject all Bids or award the Contract to the next lowest responsive and responsible Bidder.

4.5 Effect of Withdrawal

4.5.1 A Bidder, who is permitted to withdraw a Bid under **Section 4.2.1**, shall not supply material or labor to, or perform a subcontract or other work for, the Person to whom the Contract is awarded; or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted; without the Contracting Authority's prior written consent.

ARTICLE 5 - BID GUARANTY AND BOND

5.1 Bid Guaranty

5.1.1 The Bidder shall submit a Bid Guaranty with the Bidder's Bid, payable to the Contracting Authority, in the form of either:

5.1.1.1 the signed **Document 00 43 13 - Bid Security Form** contained in the Contract Documents for the amount of the Base Bid plus all additive Alternates; or

5.1.1.2 a certified check, cashier's check, or letter of credit, for 10 percent of the Base Bid, plus all additive Alternates – a letter of credit shall expressly provide that it is revocable only by the Contracting Authority.

5.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Contracting Authority and shall serve as an assurance that upon acceptance of the Bid, the Bidder shall comply with all conditions precedent for Contract execution, within the time specified by the Contracting Authority.

5.1.3 If the blank line on the **Bid Security Form** is not filled in, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid plus all additive Alternates, stated in dollars and cents. A percentage is not acceptable. In the event the blank line is filled in for an amount less than the full amount of the Base Bid plus all additive alternates, the Bid shall be rejected as non-responsive.

5.1.4 An authorized agent must sign the **Bid Security Form**, and the Bidder shall provide a Power of Attorney from the Surety. A Surety authorized by the Ohio Department of Insurance to transact business in Ohio must issue the **Bid Security Form**.

5.1.5 The requirements of ORC Section 3901.86 may be applicable requiring an Ohio resident agent countersign the **Bid Security Form**. The Bidder shall determine the applicability of this provision.

5.1.6 Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to

unsuccessful Bidders 60 days after the bid opening. Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to the successful Bidder upon providing **Document 00 61 13 - Performance and Payment Bond Form** from a Surety satisfactory to the Contracting Authority.

5.2 Forfeiture of Bid Guaranty

5.2.1 If for any reason, other than as authorized by **Section 4.2.1** or **Section 5.3**, the Bidder fails to execute the Agreement, and the Contracting Authority awards the Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder:

5.2.1.1 The Bidder who failed to execute the Agreement is liable to the State for the difference between its Bid and the Bid of the next lowest responsive and responsible Bidder, or for a penal sum not to exceed ten percent of the bid amount, whichever is less.

5.2.2 If the Contracting Authority, then awards a Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder and that Bidder fails or refuses to execute the Agreement:

5.2.2.1 The liability of the lowest responsive and responsible Bidder shall be the difference between the bid amount of the lowest responsive and responsible Bidder and another Bidder which the Contracting Authority determines is the lowest responsive and responsible Bidder, except as provided in **Section 5.3**, but not in excess of the liability specified in **Section 4.2.2**.

5.2.2.2 The liability on account of an award to the lowest responsive and responsible Bidder beyond the third lowest responsive and responsible Bidder shall be determined in like manner.

5.2.3 If the Contracting Authority does not award the Contract to another Bidder under **Section 5.2.2**, but submits the Project for re-bidding:

5.2.3.1 The Bidder failing or refusing to execute the Agreement is liable to the State for a penal sum not to exceed 10 percent of the Bidder's bid amount or the costs in connection with the resubmission of printing new

5.2.3.2 Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, except as provided in **Section 5.3**.

5.3 Exception to Forfeiture

5.3.1 A Bidder for a Contract with the City of Monroe, Ohio costing less than \$500,000 may withdraw its Bid from consideration if its Bid for another Contract with the City of Monroe, Ohio for less than \$500,000 has already been accepted if:

5.3.1.1 the Bidder certifies in good faith that the total amount of its current contracts is less than \$500,000; and

5.3.1.2 the Bidder's Surety certifies in good faith that the Bidder is unable to perform the subsequent Contract because such performance would exceed the Bidder's bonding capacity.

5.3.2 If a Bid is withdrawn pursuant to **Section 5.3.1**:

5.3.2.1 the Contracting Authority may award the Contract to another Bidder which the Contracting Authority determines is the lowest responsive and responsible Bidder or reject all Bids and submit the Project for re-bidding; and

5.3.2.2 neither the withdrawing Bidder nor the Bidder's Surety shall be liable for the difference between the Bidder's Bid and that of the next lowest responsive and responsible Bidder for a penal sum, or for the costs of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders.

5.4 Bond

5.4.1 Prior to signing the Agreement, the Bidder shall provide the Bond required by law in form and substance satisfactory to the Contracting Authority, and from a Surety licensed to do business in the state of Ohio and satisfactory to the Contracting Authority.

5.4.1.1 If the Bidder provided **Document 00 43 13 - Bid Security Form**, described in **Section 5.1.1.1**, as its Bid Guaranty then that form shall be the Bond.

5.4.1.2 If the Bidder provided another form of Bid Guaranty, described in **Section 5.1.1.2**, then **Document 00 61 13 - Performance and Payment Bond Form**, described in **Section 5.1.6**, shall be the Bond.

5.4.1.3 The Bidder shall not be required to provide both forms described above.

5.4.2 The Bond must be in the full amount of the Contract to indemnify the State against all direct and consequential

damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the Plans, Specifications, details, and bills of material therefore and pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in performing and completing the Contract.

ARTICLE 6 - CONTRACT AWARD AND EXECUTION

6.1 Conditions Precedent for Execution of Contract

6.1.1 The successful Bidder must submit the items in this **Section 6.1** to the Contracting Authority before executing the Agreement.

6.1.2 Bond, and to support the Bond, a Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business in the state of Ohio.

6.1.3 Ohio Workers' Compensation Certificate

6.1.4 Certificate of Compliance with Affirmative Action Programs, issued by the Equal Opportunity Coordinator. The form must be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

6.1.5 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured or loss payee endorsement. The Contracting Authority reserves the right to request and receive a certified copy of the Contractor's insurance policies.

6.1.6 If a Bidder is a foreign corporation (e.g., not incorporated under the laws of Ohio) it must submit a Certificate of Good Standing from the Ohio Secretary of State showing the right of the Bidder to do business in the state of Ohio.

6.1.7 If a Bidder is an individual or partnership, nonresident of the State, it must submit a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive.

6.1.8 Evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the OBWC.

6.1.9 Required Notice of Unresolved Findings for Recovery.

6.1.9.1 By submitting its Bid, the Bidder warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. ORC Section 9.24 prohibits the State from awarding a Contract to any Bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. If the Contract is awarded to a Bidder subject to an unresolved finding for recovery under ORC Section 9.24, the Contract is void on its face and the Contractor shall immediately repay to the Owner any funds paid under the Contract.

6.1.10 Registered Apprentices – Supporting Documentation Required.

6.1.10.1 The Bidder shall provide evidence acceptable to the Contracting Authority of the registration of all apprentices who the Bidder or its Subcontractors intend to employ on the Project pursuant to ORC Section 4115.05.

6.1.11 If the Bidder is a joint venture, it must submit the executed agreement between the joint venturers describing the division of services/work and percentage of contract for each company, and a Power of Attorney which authorizes one or more individuals to bind the joint venture and each individual joint venturer to Contract Modifications.

6.2 Non-compliance with Conditions Precedent

6.2.1 The award of the Contract and execution of the Agreement require the Contractor to comply with:

6.2.1.1 all conditions precedent for execution of the Contract within 10 days of the date of the Notice of Intent to Award; and

6.2.1.2 the Bidder's Qualifications form, not previously provided within 3 business days of receiving the Contracting Authority's request.

6.2.2 Non-compliance with the conditions precedent for execution of the Contract as stated in **Section 6.1** within the timelines stated in **Section 6.2.1** following the date of the Notice of Intent to Award shall be sufficient cause to permit the

Contracting Authority to cancel the Notice of Intent to Award, for the Bidder's lack of responsibility and award the Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder; or the Contracting Authority may re-bid the Work at its sole discretion.

6.2.3 The Contracting Authority may extend the time for complying with the conditions precedent for execution of the Contract for good cause. The extension is not a waiver of the conditions precedent for execution of the Contract.

6.3 Time Limits

6.3.1 The Contracting Authority's failure to award the Contract and execute the Agreement within 90 days of the bid opening invalidates the entire bid process and all Bids submitted unless the time is extended by written consent of the apparent lowest responsive and responsible Bidder and the Contracting Authority.

6.3.1.1 If the Contracting Authority awards the Contract within 90 days of the bid opening, increases in material, labor, and subcontract costs shall be borne by the Bidder.

6.3.1.2 If failure to execute the Contract within 90 days of the bid opening is due to matters for which the City is solely responsible, the Contractor is entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, or subcontracts. This increase shall not exceed the difference in price between the successful Bidder and the price of the next lowest responsive and responsible Bidder.

6.3.1.3 If failure to execute the Contract within 90 days of the bid opening is due to matters for which the Contractor is responsible, the Contracting Authority shall not grant a request for increased costs.

6.4 Notice to Proceed

6.4.1 The Contracting Authority shall issue a Notice to Proceed to the Contractor, which establishes the date for commencement and the calendar days allocated for Substantial Completion. Within 10 days of the date of the Notice to Proceed, or other period as mutually agreed by the Contractor and the Contracting Authority, the Contractor shall furnish the following submittals to the A/E:

6.4.1.1 Schedule of Values;

6.4.1.2 preliminary schedule of Shop Drawings and other Submittals;

6.4.1.3 **Subcontractor and Material Supplier Declaration** form, with completed "Bidder Affirmation and Disclosure" forms acknowledging that the Contractor affirms, understands, and will abide by the requirements of Executive Order 2019-12D for Subcontractors that were not identified in the **Bid Form**;

6.4.1.4 qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each; and

6.4.1.5 evidence that an authorization agreement for automatic deposit of state warrants has been submitted to Ohio Shared Services using the electronic funds transfer form provided on the Internet at <http://supplier.ohio.gov>.

6.5 Prevailing Wage Rates

6.5.1 The Bidder shall base its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in ORC Sections 4115.03 through 4115.14. Refer to **Document 00 73 43 - Wage Rate Requirements** for related information and the Project's prevailing rates of wages with an appropriate ratio of registered apprentices.

6.5.2 The Bidder shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Bidder is responsible for compliance of its Subcontractors with prevailing wage requirements.

6.5.3 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator with a schedule of dates during the term of the Contract when the Contractor shall pay wages to its employees for the Project.

END OF SECTION



Contractor Bid and Post Bid Checklist

CITY OF MONROE, OHIO 00 21 14 Contractor Bid and Post Bid Checklist

Se

PROJECT NUMBER: 2025-OPWC-01

PROJECT NAME: Todhunter PRV

Items required with bid
(Owner's checkmarks)

Items submitted with bid
(Bidder's INITIALS)

A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH BID IS MANDATORY CAUSE FOR REJECTION

☐	Bid Form (original)	<u>MM</u>
☐	Bid Guaranty and Bond Form	<u>MM</u>
☐	Bidder's Qualifications	<u>MM</u>
☐	Non-Collusion Affidavit	<u>MM</u>
☐	Non-Discrimination and Equal Opportunity Affidavit	<u>MM</u>
☐	Contractor's Personal Property Tax Affidavit	<u>MM</u>
☐	Delinquent Personal Property Tax Affidavit	<u>MM</u>
☐	City Income Tax Affidavit	<u>MM</u>
☐	Assurance of Examination and Inspection Waiver Form	<u>MM</u>

B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR TO AWARD OF CONTRACT

☐	Drug Free Program Certification	<u>MM</u>
☐	Affidavit of Compliance Prevailing Wages	<u> </u>

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT OFFICIAL COMPANY NAME: Majors Enterprises Inc

SIGNED BY: Michael Majors

PRINT NAME AND TITLE: Michael Majors, President

DATE: 10/2/25

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED
WITH ALL DOCUMENTS AT THE TIME OF BIDDING



Bid Form

CITY OF MONROE, OHIO 00 41 13 - Bid Form

Sealed bids will be received by the City of Monroe, Ohio, 1000 Holman Avenue, Monroe, Ohio 45050 at the offices of City of Monroe Public Works, until October 3, 2025, 10:00 AM for:

Todhunter PRV

2025-OPWC-01, OPWC PID CJ19AC

for the

City of Monroe, Ohio

The time for Substantial Completion of all Work is sixty (60) days consecutive days from the Notice to Proceed.

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number

Date Received

The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

Bid Package – GENERAL CONTRACT

ALLOWANCES (Include Allowance amounts in the Base Bid below. The Contractor's Fee and costs for unloading and handling on the Site, Labor, installation costs, and other expenses contemplated for the Allowances are included in the Base Bid and not in the Allowance.)

Base Bid

Base Description

ALL LABOR AND MATERIALS, for the sum of

\$ 393,809.00

Sum in words: Three hundred ninety three thousand eight hundred nine and zero /100 dollars.

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Bid Tabulation Sheet

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City of Monroe
 Todhunter PRV
 2025-OPWC-01, OPWC Project ID C19AC

Item No.	Ref. No.	Description of Work	Unit of Measure	Item Quantity	Unit Price of Material	Unit Price of Labor	Scheduled Value
1	202	Pavement Removed	SY	21.00	\$50.00	\$50.00	\$2,100.00
2	202	Pipe removed, 24" and under	LF	60.00	\$20.00	\$20.00	\$2,400.00
3	202	Structure removed (ex. PRV Vault)	LS	1.00	\$5,000.00	\$5,000.00	\$10,000.00
4	203	Excavation (new PRV Vault)	CY	108.00	\$20.00	\$25.00	\$4,860.00
5	203	Embankment (fill void of ex. Vault)	CY	53.00	\$20.00	\$25.00	\$2,385.00
6	204	Subgrade Compaction	SY	50.00	\$2.50	\$2.50	\$250.00
7	304	Aggregate Base	CY	3.00	\$35.00	\$30.00	\$195.00
8	441	1.25" Asphalt Concrete Surface course, Type 1 (448), PG 64-22	CY	0.75	\$250.00	\$250.00	\$375.00
9	441	1.75" Asphalt Concrete intermediate course, Type 2 (448)	CY	1.00	\$250.00	\$250.00	\$500.00
10	614	Maintenance of Traffic	LS	1.00	\$2,500.00	\$2,500.00	\$5,000.00
11	623	Construction Layout Stakes and Surveying	LS	1.00	\$3,750.00	\$3,750.00	\$7,500.00
12	624	Mobilization	LS	1.00	\$2,500.00	\$2,500.00	\$5,000.00
13	638	12" Water Main, DI Pipe Ansi Class 53, including poly wrap and appurtenances	LF	50.00	\$350.00	\$325.00	\$33,750.00
14	638	12" Cutting-in Sleeve (Connect to Ex. 12" Water Main)	EA	2.00	\$500.00	\$500.00	\$2,000.00
15	659	Topsoil, 4"	CY	13.00	\$25.00	\$25.00	\$650.00
16	823	Seeding and Mulching, Class 1	SY	122.00	\$1.00	\$1.00	\$244.00
17	SPEC	Erosion Control (Silt Fence)	LF	100.00	\$2.50	\$2.50	\$500.00
18	SPEC	Pressure Reducing Valve Vault and appurtenances, Per Plans, Complete in Place	LS	1.00	\$137,500.00	\$137,500.00	\$275,000.00
19	SPEC	Aid to Construction, Electric to PRV Site and interior of Vault	LS	1.00	\$12,500.00	\$12,500.00	\$25,000.00
20	SPEC	Aid to Construction, Radio Telemetry/SCADA	LS	1.00	\$8,000.00	\$8,000.00	\$16,000.00
21	SPEC	Exploratory Dig (Contingency)	CY	10.00	\$5.00	\$5.00	\$100.00

Total \$393,809.00

**Contingency Item at Owner/Engineer's Discretion 10% Contingency \$39,380.90

BIDDER AFFIRMATION AND DISCLOSURE

Bidder acknowledges that by signing the Bid Form on the Bidder Signature and Information page, it affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal business location of Contractor:

6393 Hamilton Lebanon Rd
Address

Monroe, OH 45050
City, State, Zip

- 2. Location where services will be performed by Contractor:**

Todhunter at Holman
Address

Monroe, OH 45050
City, State, Zip

Locations where services will be performed by Subcontractors, if known at time of Bid Opening:

Address

City, State, Zip

Address

City, State, Zip

Address

City, State, Zip

3. Location where state data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

6393 Hamilton Lebanon Rd
Address

Monroe, OH 45050

Locations where state data will be stored, accessed, tested, maintained, or backed-up by Subcontractors, if known at time of Bid Opening:

Address

City, State, Zip

Address

City, State, Zip

Address _____

City, State, Zip

BIDDER'S CERTIFICATIONS

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: **(a)** the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; **(b)** unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; **(c)** no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
7. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies, and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
8. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in **Article 5** of the Instructions to Bidders.
9. The Bidder certifies that upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
10. The Bidder acknowledges that it read all of the **Instructions to Bidders**, and in particular, **Section 2.10** - Submittals

With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.

The Bidder agrees to furnish any information requested by the Contracting Authority or Architect/Engineer to evaluate the responsibility of the Bidder.

11. The Bidder agrees to furnish the submittals required by **Section 6.1** of the **Instructions to Bidders** for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
12. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner, or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided, and **sign the Bid Form**.
13. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and **sign the Bid Form**.
14. Bidder acknowledges that by signing the Bid Form on the following Bidder Signature and Information page that it is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
15. All signatures must be original.

-- remainder of page left blank intentionally --

BIDDER SIGNATURE AND INFORMATION

Bidder's Authorized Signature:



Please print or type the following:

Name of Bidder's Authorized Signatory

Michael Majors

Title:

President

Company Name:

Majors Enterprises Inc

Mailing Address:

6393 Hamilton Lebanon Rd

Monroe, OH 45050

Telephone Number:

513-539-8212

Facsimile Number:

E-Mail Address:

Majors.enterprises@outlook.com

Where Incorporated:

Ohio

Federal Tax Identification Number:

31-1587448

Date enrolled in an OBWC-approved DFSP (month/date/year): 08 / 01 / 2024

Contact person for Contract processing:

Michael Majors

President's or Chief Executive Officer's Name / Title: Michael Majors, President

JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION

Joint Venture Bidder's Authorized Signature:

Please print or type the following:

Name of Joint Venture Bidder's Authorized Signatory

Title:

Company Name:

Mailing Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Where Incorporated:

Federal Tax Identification Number:

Date enrolled in an OBWC-approved DFSP (month/date/year): / /

Contact person for Contract processing:

President's or Chief Executive Officer's Name / Title:

END OF DOCUMENT



Bid Guaranty and Bond Form

CITY OF MONROE, OHIO 00 43 13 - Bid Guaranty and Bond Form

(Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Majors Enterprises Inc., as Principal,
FCCI Insurance Company and as

Sureties, are hereby held and firmly bound unto City of Monroe, State of Ohio, as Obligor, in the penal sum of the dollar amount
of the Bid submitted by the Principal to the Obligor on October 3, 2025 (date) to
undertake the Project known as:

Project Number: 2025-OPWC-01

Project Name: Todhunter PRV

Contract Description: General Contractor
(e.g., General Contractor/Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligor, incorporating any
additive alternate Bids made by the Principal on the date referred to above to the Obligor, which are accepted by the
Obligor. In no case shall the penal sum exceed the amount of dollars (\$_____). (If the preceding
line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if
completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, 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
for the above referenced Project;

NOW, THEREFORE, if the Obligor accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in
accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the
Obligor the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and
such larger amount for which the Obligor may in good faith contract with the Bidder determined by the Obligor to be the
next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligor does not award
the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays
to the Obligor the difference not to exceed ten percent of the penal sum 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 Obligor accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of
the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents,
including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of
this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and
indemnify the Obligor against all damage suffered by failure to perform such Contract according to the provisions thereof
and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of
material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers 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 Subcontractor, Material Suppliers or laborer having a just claim, as
well as for the Obligor 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, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this 03 day of October, 2025.

PRINCIPAL:

SURETY:

Michael Majors
Signature

Kyle Kilburn
Signature

By: Michael Majors
Name

By: Kyle Kilburn
Attorney-in-Fact

President
Title

SURETY INFORMATION:

SURETY AGENT'S INFORMATION:

FCCI Insurance Company
Name

Moon & Adrion Insurance Agency Inc.
Name

6300 University Parkway
Address 1

180 N. Breiel Blvd.
Address 1

Address 2

Address 2

Sarasota, FL 34240

Middletown, OH 45042

City State Zip

City State Zip

1-800-226-3224

513 - 422-4504

Telephone

Telephone

kyle.kilburn@moonadrion.com

kyle.kilburn@moonadrion.com

Email

Email

END OF DOCUMENT



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

J. Bryan Canter; Katy Davis; Sezcezhney Hess; Kyle S. Kilburn;

Craig T. Moon; Talbott C. Moon; Donna Morton; Sheri Moyer

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # FH 326535
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # FH 326535
Expires February 27, 2027

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 03 day of October, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Effective Date: December 13, 2002

Expiration Date: April 1, 2026

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

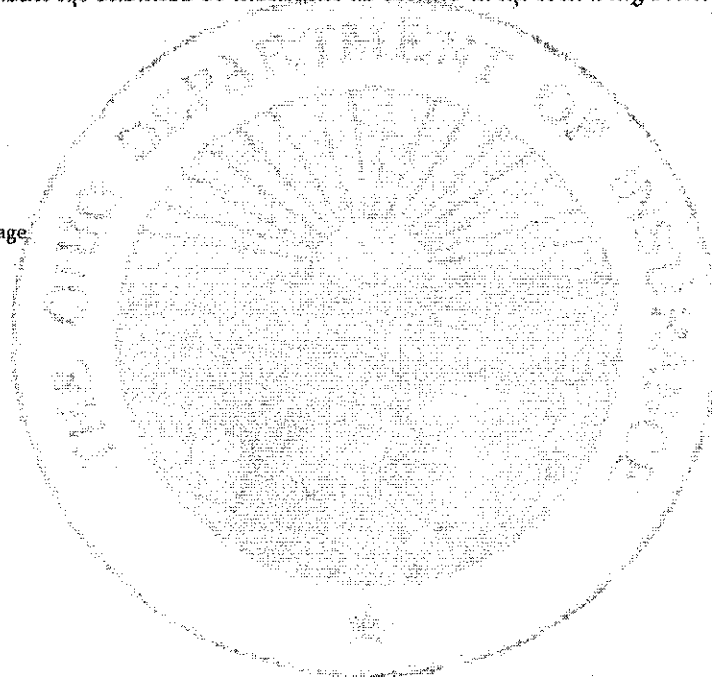
FCCI INSURANCE COMPANY

NAIC No. 10178

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - Physical Damage
Earthquake
Fidelity
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Farmowners
Other Liability
Private Passenger Auto - Liability
Surety
Workers Compensation



This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/10/2025

Effective 04/02/2025

Expires 04/01/2026

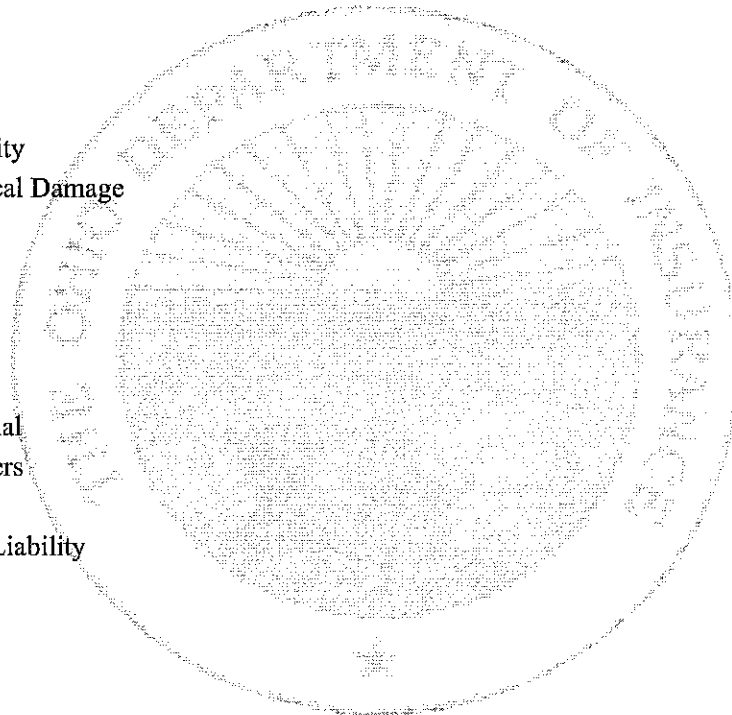
I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FCCI INSURANCE COMPANY

of Florida is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - Physical Damage
Earthquake
Fidelity
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Farmowners
Other Liability
Private Passenger Auto - Liability
Surety
Workers Compensation



FCCI INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$3,000,923,305, liabilities in the amount of \$1,993,015,106, and surplus of at least \$1,007,908,199.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





More than a policy. A promise.

FCCI Insurance Company
Financial Statement – December 31, 2024

Assets		Liabilities	
Cash, Cash equivalents and Short-term Investments	\$ 100,030,987	Unearned Premiums	\$ 550,873,441
*Bonds - U.S. Government	13,913,777	Reserve for Claims and Claims Expense	1,222,328,067
*Other Bonds	1,832,912,237	Reserve for Dividends to Policyholders	-
*Stocks	461,318,677	Additional Statutory Reserve	13,543
Real Estate	21,674,270	Reserve for Commissions, Taxes and Other Liabilities	219,800,055
Agents' Balances or Uncollected Premiums	463,690,563	Total Liabilities	\$ 1,993,015,106
Investment Income Due and Accrued	15,084,135		
Other Admitted Assets	92,298,659		
		Surplus	
		Capital Stock	\$ 5,000,000
		Gross paid in and contributed surplus	41,328,355
		Unassigned Surplus	961,579,844
		Surplus to Policyholders	1,007,908,199
Total Admitted Assets	\$ 3,000,923,305	Total Liabilities and Surplus	\$ 3,000,923,305

* Bonds are stated at amortized cost; unaffiliated stocks are stated at fair market value or contractually specified values; and affiliated stocks are valued using the statutory equity method.

The foregoing financial information is taken from FCCI Insurance Company's financial statement filed with the Florida Office of Insurance Regulation.

I, Christopher S. Shoucair, Secretary of the FCCI Insurance Company of Sarasota, Florida, do hereby certify that the foregoing schedule is a true and correct statement of the Assets and Liabilities by the said Company, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Sarasota, Florida, this ____ day of March, 2025.



Christopher S. Shoucair
Secretary

Date

3/25/25



Bidders Qualifications

CITY OF MONROE, OHIO 00 45 13 - Bidder's Qualifications

Project Number: 2025-OPWC-01

Project Name: Todhunter PRV

1. Company Name: Majors Enterprises Inc

Physical Address: 6393 Hamilton Lebanon Rd

Street, Building, Unit

Monroe, OH 45050

City, State, Zip

Mailing Address (if different): _____

P.O. Box

City, State, Zip

Telephone Number (w/ Area Code): (513) 539-8212

Fax Number (w/ Area Code): ()

Email address: Majors.enterprises@outlook.com

2. **Overall Experience.** Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under present and former business names.
see attached

3. **Financial.** The apparent low Bidder shall submit, upon request of the Contracting Authority, either:

- a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
- b) A financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

4. Facilities & Equipment. Indicate Bidder's relevant facilities and major equipment (leased or owned).

see attached

5. Ongoing & Relevant Projects. List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, a description of EDGE participation and performance, and project name/contact person/address/phone number for each owner and the architect or engineer for each project.

6. Regulatory / Contractual. Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.

a) State or federal Prevailing Wage violations or judgments

none

b) Contract abandonment, contract termination, as either a prime- or sub-contractor, or Surety takeover

none

c) Debarment by state, federal, or local jurisdictions none

d) EPA/OSHA violations none

e) Liquidated damages and Statutory Delay Forfeiture assessed none

- f) Drug-Free Safety Program and Drug Free Workplace Program violations
none

7. **Management.** Identify individuals assigned to this Project.

Principal Michael Majors Years with firm 25 Total Exp. _____

Project Manager TBD Years with firm _____ Total Exp. _____

Field Superintendent TBD Years with firm _____ Total Exp. _____

8. **Certification.** I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name Majors Enterprises Inc

Authorized Official (please print or type) Michael Majors

Signature of Authorized Official  Date 10/2/2025

END OF DOCUMENT



Non- Collusion Affidavit

CITY OF MONROE, OHIO 00 46 00 – Non-Collusion Affidavit

STATE OF Ohio
COUNTY OF Butler

I, Michael Majors, holding the title and position of President at the firm Majors Enterprises Inc, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE CITY OF MONROE.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients, or contractors, INCLUDING ANY MEMBER OF THE CITY OF MONROE.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE CITY OF MONROE have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE CITY OF MONROE have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE CITY OF MONROE, and will not be disclosed until the formal bid/proposal opening date.

Michael Majors

AFFIANT

Subscribed and sworn to before me this 2nd day of October 20 25

Kristin Fessel

(Notary Public),

Butler County.



KRISTIN FESSEL
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
11-30-26

My commission expires Nov. 30, 20 26



Non- Discrimination & Equal Employment Opportunity Affidavit

CITY OF MONROE, OHIO 00 47 00

Non-Discrimination & Equal Employment Opportunity Affidavit

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

STATE OF Ohio

COUNTY OF Butler

Michael Majors being first duly sworn, deposes and says that he/she is
Name

President of Majors
Title Company

the party that made the foregoing Proposal; that such party as Bidder does not and shall not discriminate against any employee or Bidder for employment because of race, religion, color, sex or national origin. If awarded the Proposal and contract under this Proposal, said party shall take affirmative action to insure that Bidders are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best Bidder under the foregoing Proposal this party shall post non-discrimination notices in conspicuous places available to employees and Bidders for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful Bidder by the owner.

Michael Majors
Affiant Signature

10/2/25
Date

President
Affiant Title

Majors Enterprises Inc
Company/Corporations

6393 Hamilton Lebanon Rd
Address

Monroe, OH 45050
City/State/Zip Code

Sworn to and subscribed before me this 2nd day of October, 2025

Kristin Fessel Notary

Seal)

My Commission Expires: 11-30-26



KRISTIN FESSEL
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
11-30-26



Contractor's Personal Property Tax Affidavit

CITY OF MONROE, OHIO 00 62 46
Contractor's Personal Property Tax Affidavit

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio
County of Butler, ss:

Michael Majors, being first duly sworn, deposes and says that he is the
(Name)

President of Majors Enterprises Inc with offices located at
(Title) (Contractor)

6393 Hamilton Lebanon Rd Monroe, OH 45050, and as its duly
(Address of Contractor)

authorized representative, states that effective this 2 day of October, 2025,

Majors Enterprises Inc
(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

City of Monroe, Ohio Amount (includes total amount due, plus penalties and interest thereon)

\$ _____

☒ is not charged with delinquent personal property taxes on the general list of personal property in the City of Monroe, Ohio.

Michael Majors
Michael Majors
(Affiant)

Sworn to and subscribed before me by the above-named affiant this 2nd day of October, 2025.

Kristin Fessel
(Notary Public)



KRISTIN FESSEL
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
11-30-26

My commission expires

Nov 30, 2026



Delinquent Personal Property Tax Affidavit

CITY OF MONROE, OHIO 00 62 47

Delinquent Personal Property Tax Affidavit

State of Ohio }
County of Butler } SS.

The undersigned individual, or duly authorized representative of the identified company, having been first duly cautioned and sworn, alleges and states that said individual or company has been advised that he has, or it has received a Notice of Intent to Award a Contract(s) let by competitive bid by City of Monroe, on behalf of the State of Ohio under Section 3318.10, ORC, but prior to the execution of said Contract(s), and pursuant to Section 5719.042, ORC, provides this statement to the Treasurer under oath that he or it was not charged, on the date the Bid(s) was submitted, with any delinquent personal property taxes on the general tax list of personal property of Butler County, Ohio, or that he or it is so charged in the following amount:

Delinquent Tax: _____
Penalties and interest due and unpaid: _____
Total (if none, indicate "NONE") None

A copy of this sworn statement will be attached to and incorporated into the Contract(s) for this Project which shall enable payments to be made under said Contract(s).

By: Mild Majors Date: 10/2/25
Company: Majors Enterprises Inc
Project: 2025-OPWC-01 Todhunter PRV

Sworn to and executed before me this 2nd day of October, 2025

Kristin Fessel
Notary Public
My commission expires: 11-30-26



KRISTIN FESSEL
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
11-30-26

END OF DOCUMENT



City Income Tax Affidavit

CITY OF MONROE, OHIO 00 62 48
City Income Tax Affidavit

STATE OF OHIO SS
COUNTY OF Butler

Michael Majors being first duly sworn deposes and says as follows:
(Name)

1. That he holds the office of President in the
(Title)
Majors Enterprises Inc, which
Company duly executed a contract with the City of
Monroe, Ohio, under date of
10/3/25
2. That said Company has complied in all respects with the City of Monroe,
Ohio, Income Tax Ordinances and Regulations, as the same pertain to said
construction project;
3. More affiant sayeth not.
Michael Majors
(Authorized Signature)

Swore to and subscribed in my presence this 2nd day of
October, 2025,
Butler County, Ohio.

Kristin Fessel SEAL
(Notary Public)



KRISTIN FESSEL
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
11-30-26



Assurance of Examination and Inspection Waiver Form

CITY OF MONROE, OHIO 00 21 15 ASSURANCE OF EXAMINATION AND INSPECTION WAIVER FORM

PROJECT NUMBER: 2025-OPWC-01

PROJECT NAME: Todhunter PRV

The undersigned declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

PRINT COMPANY NAME: Majors Enterprises Inc

SIGNED BY: Michael Majors

PRINT NAME AND TITLE: Michael Majors, President

DATE: 10/2/25



Drug Free Safety Program Certification

CITY OF MONROE, OHIO 00 70 00 Drug Free Safety Program Certification

Project Name and Location: Todhunter PRV, Todhunter Road and Holman Drive

Contractor Name: Majors Enterprises Inc

The above referenced Contractor hereby certifies that it is enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Safety Program (DFSP) or an equivalent BWC approved DFSP in accordance with the requirements of Revised Code Section 153.03-153.031, including the placement of its employees in a pool with a random drug testing rate of at least 5%.

Michael Majors 10/2/25
Contractor Signature Date

Michael Majors, President
Name/Title (Print or Type)



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01251475

Period Specified Below
07/01/2025 to 07/01/2026

MAJORS ENTERPRISES INC
6393 HAMILTON LEBANON RD
MONROE OH 45050-1345



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



[Home \(/s/\)](#)
[Company Profile \(/s/account-redirect\)](#)
[Personnel \(/s/contact/Contact/00Bt0000000TmtuEAC\)](#)
[Support \(/s/contractsupport\)](#)

[Michael Majors](#)

Company Profile

Majors Enterprises, Inc.

[Edit Company Profile](#)

Address	Phone	Fax
6393 Hamilton-Lebanon Road Monroe, Ohio 45050	513-539-8212	513-539-8212

Majors Enterprises, Inc.

Pre-Qualification Application

Application Name	Certification Date	Expiration Date	Prequalification Amount	Status
APP-09930	6/1/2025	5/31/2026	\$5,000,000.00	Approved

Majors Enterprises, Inc.

Work Type Applications

[Create Work Type Application](#)

Work Type	Number of Projects	Status
1. Clearing and Grubbing	3	Approved
4. Roadway Excavation and Embankment Construction	3	Approved
5. Major Roadway Excavation	3	Approved
6. Incidental Grading	3	Approved
8. Temporary Soil Erosion & Sediment Control	3	Approved
9. Aggregate Bases	3	Approved
15. Sawing	3	Approved
19. Structure Removal	3	Approved
35. Drainage (culvert, misc.)	3	Approved
38. Miscellaneous Concrete	3	Approved
39. Maintenance of Traffic	3	Approved
46. Landscaping	3	Approved
47. Mowing	3	Approved
48. Trucking	3	Approved
49. Herbicidal Spraying	3	Approved

Experience Statement

- **Owner-BEI-2014**
Job-Install 12-foot culvert pipe bridge and 10,000 feet of drainage tile
Cost-\$100,000.00
Contact information-Steve Matfield-(513) 617-1022
- **Owner-DDC-2014**
Job-Install new turn lane and move existing utilities (water, sewer, storm) along state route 850 Bidwell, Ohio
Cost-\$170,000.00
Contact Information-Arik Platt (513) 200-9001
- **Owner-Warren County-2015**
Job-Demolition Housing units
Cost-\$10,000.00/Per unit
Contact Information-Vicky Perry (513)-695-1259
- **Owner-CESO-2015**
Job-Install New parking lot with utilities including storm, water and sewer
Cost-\$90,000.00
Contact Information-Lance Oaks- (937) 272-1100
- **Owner-Tall Grass Pipeline-2015**
Job-1,400 feet of 24" storm pipe
Cost-\$35,000.00
Contact information-Andrea Deckard (720) 341-9374
- **Owner-Adept-2015-2016**
Job-Land clearing, 3,000 feet of storm pipe, 1,500 feet of watermain, installed all sewer and mass excavated over 10,000 cubic yards of dirt. Installed 500 plus yards of concrete including flat work and walls
Cost-\$275,000.00
Contact information-Michael Mueller-(937) 673-1906
- **Owner-CESO-2016**
Job-Utility extension for winding creek subdivision
Cost-\$60,000.00
Contact information-Lance Oakes-(937) 272-1100

Experience Statement

- **Owner-City of Monroe-2016**
Job-Main street Monroe 12-inch water main replacement, asphalt replacement
Cost-\$230,000.00
Contact Information-Jordon Parker (513) 727-8953
- **Owner-City of Monroe- 2016**
Job-Britton lane watermain
Cost-\$80,000.00
Contact Information-Jordan Parker (513) 727-8953
- **Owner-City of Monroe -2016**
Job-State Route 63 Drainage restoration project
Cost-\$35,000.00
Contact Information-Jordon Parker (513) 727-8953
- **Owner-City of Yellow Springs-2016-2017**
Job-Install new watermain, Sewer line, Storm pipe
Cost-\$275,000.00
Contact Information-John Burns (937) 371-0356
- **Owner-IDI Warehouse-2017**
Job-Install 3,500 of sewer main including trucking away spoils and compacting sand backfill
Cost-\$130,000.00
Contact-Johann Plumbing-(513)-678-4056
- **Owner-Amazon-2017**
Job-Installed 7,000 feet of sewer main including trench boxes, haul away and compacting backfill.
Cost-\$400,000.00
Contact-Johann Plumbing (513)-678-4056
- **Clinton County Airport-2017**
Job-Install 8,000 feet of 6-inch pipe along runways, bore under taxi runways, Install concrete structures
Cost-\$250,000.00
Contact-Kyle Niese (419) 969-9030
- **Owner City of Yellow Springs-2018**
Job-Install 2 lane roadway with sewer, water, storm, curb mass excavate 30,000 yards of dirt, install asphalt
Cost-\$1,600,000
Contact-John Burns (937) 371-0356

Experience Statement

- **Owner-Butler County 2018-2019**
Job-Install 9,000 feet of watermain in a residential subdivision including hydrants and 173 taps
Cost-\$1,100,000.00
Contact Kim Hammons (513)-344-8317
- **Owner-Northpoint Development 2018-2019**
Land clearing, Install 3,000 feet of deep sewer with de-watering(12-manholes). Install 4,000 feet of 12-inch watermain with hydrants. Perform 2 creek restoration sections including planting and erosion control. Installed 200 feet bore under 747 (30" casing)
Cost-\$1,550,000.00
Contact-Rich Goodman (513)-519-2999
- **Owner-Village of plain City-2019**
Job-Road reconstruction replacing all utilities sewer, water, storm. Removing all asphalt and concrete and replacing with new.
Cost-\$1,400,000.00
Contact-Nathan Cahill (937) 321-1450
- **Owner-Greene County-2019**
Job-Installing 3,000 feet of 8-inch watermain with services. Including asphalt repairs and yard restorations.
Contact-Brad shoemaker (937) 603-6618
- **Owner-Butler County-2019**
Job-Install 3,000 feet of 36-inch sewer main with 12 manholes 20 feet deep. Rock excavation & De-watering services. Installed 400 feet of 24-inch ductile iron force main. Installed 20x15 concrete structure with epoxy coating all concrete structures.
Cost-\$1,000,000.00Contact-Kim Hammons (513) 344-8317
- **Owner-City of Springfield-2020**
Job- Install sewer, storm, water, removed Roadway & installed new gravel & pavement.
Total cost-\$3,200,000.00.
Contact Kurt Tyson (937) 765-1054
- **Owner-City of Fairfield-2020**
Job-installed 36" Concrete storm pipe with ten (10) manholes.
Total cost-\$1,000,000.00
Contact- Matt Yunger- (513)276-1998

Experience Statement

- **Owner-City of Monroe-2020**
Job- Installed Sewer, Water, & Electric for new Park. Installed 80 feet Bore under CSX Railroad.
Total Cost - \$600,000.00
Contact- Gary Morton- (513) 502-5973
- **Owner- City of Hamilton- 2021**
Job- Installed 24" sewer with 20 manholes and 12" gas main.
Total Cost - \$3,600,000.00
Contact – Daniel Arthur- (513) 785-7279
- **Owner- Great Oaks Career Campuses- 2022**
Job- Excavate 40,000 yards of dirt, install new storm drains, curb, walk and driveway.
Total Cost- \$523,000.00
Contact- Daniel Cox (513) 970-1075
- **Owner- City of Fairfield- 2022**
Job- Install 1,200 LF of 12" class 53 ductile iron pipe, 4,000 LF of 8" class 53 ductile iron pipe, re-connection of existing water mains to new water mains, installation of new gate valves and fire hydrants, installation and/or re-connection of service lines and vaults, and pavement and surface restoration.
Total Cost- \$1,650,000.00
Contact- Matt Young (513) 858-8328
- **Owner- City of Springfield- 2022**
Job- Install new sanitary sewer main, sanitary service and cleanouts, and water service lines, abandon or remove existing sewers if they are being replaced and the required pavement, walk, and driveway repairs.
Total Cost- \$923,500.00
Contact- Kurt Tyson (937) 324-7648
- **Owner- City of Springfield- 2023**
Job- Install new storm sewer, sanitary sewer replacements, and water service lines and the required pavement, walk, and driveway repairs.
Total Cost- \$4,491,232.00
Contact- Kurt Tyson (937) 324-7648
- **Owner- City of Fairfield- 2023**
Job- Install utilities for spray pad, new shelter with utilities, new parking lot and landscaping.
Total Cost- \$ 2,428,823.00
Contact- Matt Yunger (513) 867-4226

Experience Statement

- **Owner- Greene County Park District- 2023**

Job- Install storm, sewer and water, build bathroom facility with stone and pavers, and landscaping. Install 65 campsites and dump tanks, mass excavate 60,000 cy of dirt.

Total cost \$3,000,000.00

Contact- Chuck Frazier (937) 416-9491

- **Owner- City of Loveland- 2024**

Job- Install sidewalk with storm sewer and water main improvements and required pavement and walk repairs.

Total cost \$488,861.00

Contact- Christopher Wojnicz (513) 583-3020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moon & Adron Insurance 180 N Breiel Blvd Middletown OH 45042		CONTACT NAME: Kyle Kilburn PHONE (A/C, No, Ext): (513) 422-4504 FAX (A/C, No): (513) 422-7873 E-MAIL ADDRESS: kyle.kilburn@moonadron.com	
INSURED MAJORS ENTERPRISES INC 6393 HAMILTON LEBANON RD MONROE OH 45050-1345		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2512700441**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			S 2654364	01/28/2025	01/28/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Job \$ 100,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S 2654364	01/28/2025	01/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			S 2654364	01/28/2025	01/28/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	S 2654364 - OH STOP GAP	01/28/2025	01/28/2026	PER STATUTE ☒ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/ Leased Equipment			S 2654364	01/28/2025	01/28/2026	Rent/Lease 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Majors Enterprises Inc 6393 Hamilton Lebanon Rd. Monroe OH 45050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Majors Enterprises Inc.

Equipment List

- 3- 2009 T300 Kenworth single axle dumps
- 3- 2001 Volvo backhoes
- 2-2008 Case 580 backhoes
- 2- 2014 Volvo 160- wheel loaders
- 2- 2014 John Deere 333 E skid Loaders
- 2-2013 Cat 259D Skid Loaders
- 2-2006 New Holland L175 Skid Loaders
- 2-1988 John Deere 4850 tractors
- 2-2006 John Deere 8330 tractors
- 3- Meyers 10- ton Salt spreaders
- 2- Salt Dogg 3- ton Salt spreaders
- 2- Salt Dogg 8 ft pusher boxes
- 4- Salt Dogg 10 ft pusher boxes
- 2- Salt Dogg 12 ft pusher boxes
- 3- Salt Dogg 14 ft pusher boxes
- 3-Salt Dogg 16 ft pusher boxes
- 20ft pusher boxes
- 2-1990 T800 Kenworth Semi trucks with 35 ft dump trailers
- 2001- 379 Peterbilt Semi Trucks with 40 ft dump trailers
- 2019 Kenworth T880 Semi Truck
- 2019 Kenworth T880 Dump Truck with steel body
- 3-John Deere 60" Zero Turn Mowers
- 2-15ft. batwing mowers
- 15 ft. bush hogs
- 2- Bed edges
- 2005 Chevy 1- ton trucks with 8 ft plows
- 3-2017 Chevy/GMC work trucks
- 2- John Deere 595 lawn tractors with 4 ft plows
- New Holland Skid loader snow blower 5 ft
- 2016 John Deere Gator with cab
- 2008 detach trailer to haul equipment around
- Work Force of 25 people for Equipment
- Work Force of 8 people foreman
- Work Force of 5 People Supervisor
- 2008 KOX57 mini EX

- 2014 Volvo 160 Excavator with thumb
- 1-120 Kobelco Excavator with thumb
- 2016 Volvo wheel loader L70
- 2017 Kubota Kx 80
- 380 Volvo Excavator (100,000) LB machine
- 308 Next generation Cat Excavator
- D6T Caterpillar with full GPS system
- D61 Komatsu Intelligent Machine (full GPS machine)
- 40 ton haul truck
- 35 ton haul truck
- 2017 Volvo 235 zero Swing Excavator
- (2) 2018 ECR 145 zero Swing Excavator
- 2019 L90-Wheel loader
- 2019 L90 wheel loader
- 2018 L70 wheel loader
- 2019 333G skid steer
- Road saw
- Mill machine
- 150 Road plates
- 10 trench boxes
- 3 gravel boxes
- 3 pipe lasers
- 4 service trucks (Water and sewer crews)
- 55- ton Lowboy
- 30- ton Lowboy
- Multiple trailers
- CAT 308 mini excavator
- Volvo 380 excavator
- 2 sets of Manhole boxes
- Sewer testing Equipment
- 2020 Kenworth with Steel Dump Bed
- 2016 Automatic Kenworth Semi
- 2020 Farm service truck
- 2021 Peterbilt Service truck with maintainer service body
- (2) Volvo 145 Zero Swing Excavators
- 2020 Kenworth Tractor (semi)
- 580 Case Quad Trac w/ Pull pan
- (2) Road Saws for Skid Loaders



Agreement

Form

CITY OF MONROE, OHIO 00 52 00 - Agreement Form

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the City of Monroe, Ohio, and the Contractor in connection with the Project.

Project Number: 2025-OPWC-01

Project Name: Todhunter PRV

Site Address: Todhunter Rd and Holman Dr.

Owner :

Owner's Representative:

Address:

Contracting Authority:

Project Manager:

Contractor:

Contractor's Principal Contact:

Address:

Architect/Engineer ("A/E"):

A/E's Principal Contact:

Address:

ARTICLE 1 - SCOPE OF WORK

1.1 The Contractor shall perform and provide all of the Work described in the Contract.

1.2 The project delivery method for this Project shall be [General Construction](#).

ARTICLE 2 - COMPENSATION

2.1 The City of Monroe, Ohio shall pay the Contractor the Contract Sum for the Contractor's proper, timely, and complete performance of the Contract. The Contract Sum is **\$ 0.00**, subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

2.1.1 Base Bid:..... **\$ 0.00**

ARTICLE 3 - CONTRACT TIMES

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
Construction Start	0 days	
Substantial Completion of all Work	0 days	
Construction Final Finish	0 days	

3.1.1 The projected dates listed under "Projected Date (as of the date of this Agreement)" are provided only for convenient reference during consideration of the Agreement. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

ARTICLE 4 - KEY PERSONNEL

4.1 The Contractor's key personnel for the Project are:

4.1.1 [«insert name»](#), Project Manager;

4.1.2 [«insert name»](#), Lead Scheduling Engineer;

4.1.3 «insert name», General Superintendent.

4.2 The Contractor's key personnel are authorized to act on the Contractor's behalf with respect to the Project and all matters concerning the Project.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Effectiveness.

5.1.1 It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the City of Monroe, Ohio first certifies that there is a balance in the City of Monroe, Ohio's appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code, including ORC Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the applicable approving body.

5.1.2 In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the City of Monroe, Ohio gives the Contractor written notice that such funds are available from the City of Monroe's funding source.

5.1.3 Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the City of Monroe, Ohio and Contractor.

5.1.3.1 If the Contractor is a joint venture, **(1)** each individual joint venturer shall **(a)** sign the Agreement in its own name and **(b)** be a party to the Contract, and **(2)** the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

5.1.3.2 If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to **(1)** sign the Agreement in its own name and **(2)** be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

5.1.4 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.2 Representations.

5.2.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the City of Monroe, Ohio any funds paid under this Contract.

5.2.2 The Contractor hereby certifies that neither the Contractor nor any of the Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

5.2.3 The Contractor, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

5.2.4 The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

5.2.5 Pursuant to ORC Section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

ARTICLE 6 - Enumeration of Documents

6.1 The Contract Documents constitute the substance of the Contract, and include this Agreement, Drawings, Specifications, Addenda if any, **Contracting Definitions, General Conditions**, Supplementary Conditions if any, **Bid Form, Wage Rate Requirements, Bid Guaranty and Contract Bond or Performance and Payment Bond**, and Change Orders if any.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

(CONTRACTOR)

OWNER

Signature

Signature

Printed Name

Printed Name

Title

Title

APPROVED AS TO FORM:

City Law Director

END OF DOCUMENT



Subcontract Form

CITY OF MONROE, OHIO 00 52 14 - Subcontract Form

This Agreement is made as of the date set forth below between the Contractor and the Subcontractor in connection with the Project.

Project Number: 2025-OPWC-01
Project Name: Todhunter PRV
Site Address: Todhunter Rd and Holman Dr

Contractor:
Contractor’s Principal Contact:
Address:

Subcontractor:
Subcontractor’s Principal Contact:
Address:

Public Authority:
Public Authority Contact:
Address:

ARTICLE 1 - NATURE OF SUBCONTRACT

1.1 The Subcontractor shall perform the entire Subcontract Work as specified in Exhibit «N» and described in the Contract Documents for the Project.

ARTICLE 2 - COMPENSATION

2.1 The Contractor agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of «insert Subcontract Sum», comprised of the following:

- «insert Subcontract Sum component»\$«insert amount»
- «insert Subcontract Sum component»\$«insert amount»
- «insert Subcontract Sum component»\$«insert amount»
- «insert Subcontract Sum component»\$«insert amount»

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Time is of the essence. The Subcontractor shall diligently prosecute and complete all Subcontract Work in accordance with the construction progress schedule agreed between the parties.

ARTICLE 4 - CONTRACT DOCUMENTS

- 4.1 To the extent that the contract between the Public Authority and the Contractor applies to the Subcontract Work:
 - 4.1.1 The Contractor and the Subcontractor agree to be mutually bound by the terms of the Contract Documents;
 - 4.1.2 The Contractor assumes toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Public Authority has and assumes toward the Contractor;
 - 4.1.3 The Subcontractor assumes toward the Contractor the rights, remedies, obligations, and responsibilities that the Contractor assumes toward the Public Authority; and

4.1.4 The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.

4.2 The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws the City of Monroe, Ohio.

4.3 If any term or provision of the Subcontract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Subcontract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Subcontract shall be binding on the Contractor and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may NOT assign the Subcontract without the prior written consent of the Contractor and the City of Monroe. A letter stating why the subcontractor cannot perform the agreed upon services including the qualifications statement for the proposed replacement subcontractor must be presented to the City of Monroe 30 days prior to the commencement of any/all subcontract work. The City of Monroe will NOT accept or incur any cost for any work performed or competed by an unapproved subcontractor and such cost will be the responsibility of the contractor, Any required corrective work, performed by an unapproved subcontractor will be the responsibility of the contractor at no cost to the City of Monroe.

ARTICLE 5 - EFFECTIVENESS

5.1 The Subcontract shall become binding and effective upon execution by the Contractor.

5.2 This Subcontract has been executed in several counterparts, each of which shall constitute a complete original Subcontract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.3 Any signatory may deliver a copy of its counterpart signature page to this Subcontract via fax or e-mail. Each signatory shall be entitled to rely upon the signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 6 - REPRESENTATIONS

6.1 Contingent Assignment. The Contractor's contingent assignment of this Subcontract to the Public Authority, as provided in the Contract, is effective after termination of the Contractor by the Public Authority and the Public Authority's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to the Public Authority. Unless the Public Authority takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against the Public Authority.

6.2 Intended Third-Party Beneficiary. The Public Authority is an intended third-party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

6.3 Insurance. The Subcontractor shall maintain insurance in accordance with the Contract Documents. Exhibit «N» sets forth the minimum limits of liability for the insurance required in the Contract Documents.

6.4 Right to Audit. The Subcontractor agrees that the Public Authority or any agents designated by the Public Authority have access to and the right to audit and the right to copy at the Public Authority's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work for a period of not less than 3 years following completion of the Work consistent with Ohio Revised Code ("ORC") Section 149.43 with regard to the Public Authority's obligation to maintain confidentiality of trade secrets.

6.5 Indemnity. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Public Authority, the Contractor, their consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract.

Work, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require a Subcontractor to waive its immunity under the Workers Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor's employees.

6.6 Prompt Pay. The Contractor shall at a minimum make payments to the Subcontractor in accordance with Applicable Law, including ORC Section 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the Contractor of payment from the Public Authority for Subcontract Work.

6.7 Retainage. Subcontractor retainage shall be at a rate equal to the percentage retained from the Contractor's payment by the Public Authority for the Subcontract Work, unless a lesser percentage is otherwise specified.

6.7.1 Labor Payments.

6.7.1.1 Partial payments to the Subcontractor for labor performed shall be made at the rate of 90 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.

6.7.1.2 After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

6.7.2 Material Payments.

6.7.2.1 The Contractor shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

6.7.2.2 The Contractor shall pay the Subcontractor at the rate of 90 percent of the invoice cost, not to exceed the scheduled value, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Subcontractor provides the following information with its request for payment:

- .1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
- .2 a certification of materials stored off-site, prepared by the Subcontractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Subcontractor shall reimburse the A/E, through the Contractor, for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
- .3 The Contractor shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

6.8 Warranty. The Subcontractor fully warrants, for the benefit of the Public Authority, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.

6.9 Non-Waiver of Lien Rights or Payment Bond Rights. This Subcontract shall not prohibit a Subcontractor from exercising its rights under ORC Chapter 1311 or under any Contractor-provided payment bond.

6.10 Non-Discrimination. The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including ORC Section 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the state of Ohio and the City of Monroe, Ohio.

6.11 Dispute Resolution. The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract's dispute resolution process in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.

6.12 In the event that any supplemental conditions or other Subcontract terms conflict with the **City of Monroe, Ohio Subcontract Form**, the **City of Monroe, Ohio Subcontract Form** takes precedence and this Subcontract shall be read and enforced to include the provisions of the **City of Monroe, Ohio Subcontract Form**.

6.13 The following exhibits are attached to and are a part of this Subcontract: Not Applicable

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Subcontract Form.

«INSERT SUBCONTRACTOR’S NAME»

«INSERT CONTRACTOR’S NAME»

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

APPROVED AS TO FORM:

City Law Director

Date

END OF DOCUMENT



Affidavit of Compliance Prevailing Wages

CITY OF MONROE, OHIO 00 62 43
Affidavit of Compliance Prevailing Wages

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

hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

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

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify
that no rebates or deductions have been or will be made, directly or indirectly,

from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

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

20_____.

(Notary Public)

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



Instructions for Preparing Certified Payroll Reports

CITY OF MONROE, OHIO 00 62 44

Instructions for Preparing Certified Payroll Reports

General:

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

Division of Industrial Compliance & Labor, Bureau of Labor & Worker Safety 6606
Tussing Road, P.O. Box 4009
Reynoldsburg, Ohio 43068-9009, (614) 644-2239, ADA# 1-800-750-0750

Certified Payroll Heading:

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

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

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

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

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project. Page indicator: number of pages included in the report.

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

Payroll Information by column:

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

CITY OF MONROE, OHIO 00 62 44

Instructions for Preparing Certified Payroll Reports

2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.

8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
10. Self explanatory.
11. Self explanatory.
12. Self explanatory.



Prevailing Wage Contractor Responsibilities and Forms

CITY OF MONROE, OHIO 00 62 45

Prevailing Wage Contractor Responsibilities and Forms

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches, and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year.

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- ☐ Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- ☐ Intentional misclassification of employees for the purpose of reducing wages.
- ☐ Intentional misclassification of employees as independent contractors or as apprentices.
- ☐ Intentional failure to pay the prevailing wage.
- ☐ Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- ☐ Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
 - 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
 - 2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 - 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these

deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
 - 1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 - 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
 - 1. Timecards, time sheets, daily work records, etc.
 - 2. Payroll ledger\journals and canceled checks\check register.
 - 3. Fringe benefit records must include program, address, account number, & canceled checks.
 - 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 - 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
 - 1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**
- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
 - 1. Employees' names, addresses, and social security numbers.
 - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 - 2. Employees' work classification.
 - a. Be specific about the laborers and/or operators (Group)
 - b. For all apprentices, show level/year and percent of journeyman's rate
 - 3. Hours worked on the project for each employee.
 - a. The number of hours worked in each day and the total number of hours worked each week.
 - 4. Hourly rate for each employee.
 - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
 6. Gross amount earned on all projects during the pay period.
 7. Total deductions from employee's wages.
 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:

Job Number:

Contractor: Project

Location:

Jobsite posting of prevailing wage rates located:

Prevailing Wage Coordinator	Employee
Name:	Name:
Street:	Street:
City:	City:
State / Zip:	State / Zip:
Phone:	Phone:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate

Hourly fringe benefits paid on your behalf by this company.

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	

Contractor's Signature:	Date:
Employee's Signature:	Date:

whpw1512

PAYROLL SCHEDULE

CONTRACTOR: One copy of this letter is **due on or before** the date you begin performance under Contract.

TO:

RE:

Bid# _____
Project Name: _____
Contract Type: _____
Contractor: _____
Address: _____ City, State,
Zip: _____

I will begin performance under our Contract on the above Project (date) _____ to terminate on or about (date) _____. In compliance with Section 4115.071© of the ORC, I hereby notify you that my payroll period runs from _____ to _____ (i.e. Saturday through Sunday) with paydays on _____ (i.e. Friday).

I acknowledge that I am required by Section 4115.071© of the ORC and the Standard Conditions of Contract for Construction to deliver to the Prevailing Wage Coordinator, **a certified copy of my payroll and all Subcontractors' payroll.**

Each payroll shall exhibit for each employee paid:

- | | |
|---|--------------------------|
| 1. Name | 7. Job Classification |
| 2. Race & gender | 8. Fringe payments |
| 3. Current address | 9. Deductions from wages |
| 4. Social Security number | 10. Net pay |
| 5. Hourly rate of pay | |
| 6. Number of hours worked during each day of the pay period and total for each week | |

When using an apprentice, provide a copy of the apprenticeship agreement with the first report on which the apprentice appears.

The certification of each payroll shall be executed by a duly appointed agent. The certification shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the Contract.

Contractor Signature

Company

Company Address

City, State, Zip

Telephone

E-mail address for Prevailing Wage Rate Changes

PREVAILING WAGE COVER SHEET

Company Name:

Project Name:

Project/Bid #:

Pay period:

Pay Request #:

Total Pay Request Amount:

Sub-Contractors

EDGE (yes/no)	Sub-Contractor Company Name

Additional Comments:

1851 N. Research Drive Bowling
Green, OH43403-0294

Phone 419-372-8415
Fax 419-372-8416

Email kgriner@bgsu.edu
www.bgsu.edu

CITY OF MONROE, OHIO 00 62 45
Prevailing Wage Contractor Responsibilities and Forms

CERTIFIED PAYROLL REPORT

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

Name and Title _____

Signature _____



Department
of Commerce

Division of Industrial Compliance

Important Notice Prevailing Wage Threshold Levels

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

"New" construction threshold for <i>Building Construction</i>:	\$250,000
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:	\$75,000

As of January 1, 2020:	
"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$93,292
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$27,950

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please

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



Wage Rate Requirements

CITY OF MONROE, OHIO 00 73 42 Wage Rate Requirements

PREVAILING WAGE RATES

1.1 Payment of Prevailing Wage Rates

1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.

1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of ORC Chapter 4115.

1.1.3 If the Contractor or its Subcontractors fail to comply with ORC Chapter 4115, the Contracting Authority may withhold payment pursuant to **Section 9.8.2.5** of the **General Conditions**. The Contractor is liable for violations committed by the Contractor or its Subcontractors to the extent provided in ORC Chapter 4115.

1.1.4 The Contractor shall submit all payroll reports in compliance with the requirements of **Section 1.2** for all of the employees of the Contractor and of the Contractor's Subcontractors.

1.1.5 By executing a Contract, the Contractor certifies that it based its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in ORC Sections 4115.03 through 4115.14, which are inserted at the end of this Document.

1.2 Prevailing Wage Rate Revisions

1.2.1 The Contracting Authority shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Ohio Department of Commerce's web site: <http://com.state.oh.us/>.

1.2.2 The Contractor shall pay any revised wage rates issued during the term of the Contract.

1.3 Payroll Schedule

1.3.1 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

1.4 Payroll Reports

1.4.1 The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete, and the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.

1.4.1.1 Each payroll report shall indicate the period covered and include a list containing the name, address and social security number of each employee of the Contractor and its Subcontractors paid for the Work.

1.4.1.2 Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and netpay.

1.4.1.3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

1.4.1.4 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project with the first payroll report from the Contractor or its Subcontractor that includes apprentices.

END OF DOCUMENT



Partial Waiver (Release) of Lien

CITY OF MONROE, OHIO 00 350 01 Partial Waiver (Release) of Lien

Date: _____

Contractor: _____

Project: _____

Project Location: _____

_____(Name) does hereby certify that he/she is the
_____(title) of _____(name of
supplier or sub-contractor) _____hereinafter called the "Company", and that
said Company has heretofore supplied materials and/or services to the _____
(project name) being constructed at _____(project location) for
_____(name of owner) at an agreed price of \$
_____(total contract amount). He/she does further certify that the Company
has received \$ _____(amount paid) on account of agreed price and that the
sum of \$ _____(amount left to be paid) remains owing to the Company by
_____(name of contractor). He/she does further certify that the contractor
has made suitable arrangements for payment to the Company of all sums remaining due to the Company by virtue
of said delivery of materials and performance of services in connection with the aforesaid project; does hereby
waive any and all rights which the Company may now or in the future have to file any lien or liens pursuant to the
Lien Law of the State of Ohio against the aforesaid project, its Owners, or the contractor, as an inducement to the
Owner to pay all sums due the contractor for the Owner pursuant to the contract between the contractor and the
Owner, without any obligation on the part of the Owner to see that sums due to the Company from the contractor
are paid.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal this _____day of

_____, 20____.

Signature: Print Name: _____

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ } ss

COUNTY OF _____ }

On _____ before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(NOTARY SEAL)



Final Waiver (Release) of Lien

CITY OF MONROE, OHIO 00 350 02 Final Waiver (Release) of Lien

Date: _____

Contractor: _____

Project: _____

Project Location: _____

_____ (Name) does hereby certify that he/she is the
_____ (title) of _____ (name of
supplier or sub-contractor) _____ hereinafter called the "Company", and that
said Company has heretofore supplied materials and/or services to the _____
(project name) being constructed at _____ (project location) for
_____ (name of owner) at an agreed price of \$
_____ (total contract amount). He/she does further certify that the Company
has received \$ _____ (amount paid) on account of agreed price and that the
sum of \$ _____ (amount left to be paid) remains owing to the Company by
_____ (name of contractor). He/she does further certify that the contractor
has made suitable arrangements for payment to the Company of all sums remaining due to the Company by virtue
of said delivery of materials and performance of services in connection with the aforesaid project; does hereby
waive any and all rights which the Company may now or in the future have to file any lien or liens pursuant to the
Lien Law of the State of Ohio against the aforesaid project, its Owners, or the contractor, as an inducement to the
Owner to pay all sums due the contractor for the Owner pursuant to the contract between the contractor and the
Owner, without any obligation on the part of the Owner to see that sums due to the Company from the contractor
are paid.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal this _____ day of

_____, 20____.

Signature: _____ Print Name: _____

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ } ss

COUNTY OF _____ }

On _____ before me _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(NOTARY SEAL)

END OF DOCUMENT

APPLICATION AND CERTIFICATE FOR PAYMENT

To (owner)	City of Monroe 233 S. Main St. Monroe, Ohio 45050	Project Application No. Period Contract No. Contract Date	Distribution to: ☐ Owner ☐ Wages ☐ Contractor ☐ Finance Department ☐ Project File
From (Contractor)			

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary		
Change orders approved in previous months by Owner		Deductions
TOTAL		
Approved This Month		
No.	Date Approved	
Totals		
Net Change by Change Order		

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

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

Contractor: _____

BY: _____ DATE: _____
APPROVED FOR PAYMENT IN THE AMOUNT OF \$ _____

CONSTRUCTION INSPECTOR _____
PROJECT MANAGER _____
DEPARTMENT HEAD _____
PREVAILING WAGE COORDINATOR _____
FINANCE DIRECTOR _____
CITY MANAGER _____

DATE _____
DATE _____
DATE _____
DATE _____
DATE _____
DATE _____

CONTINUATION SHEET

Attachment to Pay Application

Project

Application Number

Application Date

Period To

Architects Project No.

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		This Period	Materials Previously Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance to Finish (C - G)	Retainage (If Variable Rate)
			From Previous Application (D+E)							
	GRAND TOTAL									



Certification of Warranty Commencement

CITY OF MONROE, OHIO 00 390 02 Certification of Warranty Commencement

Project Name _____

Contract Number _____ Project Location _____

Contractor _____

Equipment and materials included	Warranty start date	Warranty end date*
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Date does not supersede or take precedence over Contract requirements.

Exceptions for each equipment and material (Include terms and requirements to cure each exception listed, e.g., testing, maintenance, cleaning, etc.)	Required completion date
_____	_____
_____	_____
_____	_____
_____	_____

Contractor Certification

Warranty(ies) certified to comply with the Contract Documents.

Name _____

Signature _____ Date _____

Construction Manager Approval

Equipment / material accepted for this Contract.

Name _____

Signature _____ Date _____

Architect/Engineer Approval

Equipment / material accepted for this Contract.

Name _____

Signature _____ Date _____

Owner Acknowledgement

Owner acknowledges receipt of warranty(ies), manual(s) and all other required submittals associated with the noted equipment or material.

Name _____

Signature _____ Date _____



Offsite Stored Materials Waiver

CITY OF MONROE, OHIO 00 390 03
Offsite Stored Materials Waiver

☐

Check this box if not applicable for this project

Project Name _____ Project / Contract No. __ Project Location_ _____

Contractor: _____

Storage Site Location: _____

The Contractor and the Landlord/Owner agree to hold harmless the City of Monroe, Ohio from damages to the stored materials, the property and restoration responsibilities to the identified location.

Contractor

Landlord/Owner

Name _____

Name: _____

Signature _____ Date _____

Signature _____ Date _____

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

(Notary Public) SEAL

My commission expires: _____

END OF DOCUMENT



Certificate of Substantial Competition

CITY OF MONROE, OHIO 00 390 05
Certificate of Substantial Completion

Project Name _____ Project / Contract No. _____
Project Location _____ Contractor / CM / DB _____

Project, Contract, or portion of the Project or Contract designated for Partial Occupancy and Use shall include:

Date of Substantial Completion

The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except warranties identified on a separate Certificate of Warranty Commencement.

Date of issuance

CM Adviser's or Owner Agent's Certification (if applicable) Work performed under this Project or portion designated above has been inspected and found, to the CM's or Owner Agent's best knowledge, information, and belief, to be Substantially Complete.

Name _____

Signature Date

A/E's or Project Manager's Certification*

Work performed under this Project or portion designated above has been inspected and found, to the A/E's or Project Manager's best knowledge, information, and belief, to be Substantially Complete.

Name _____

Signature Date

Contractor's Acceptance (includes the CM at Risk or Design-Builder as applicable) The Contractor will complete or correct the items on the attached list of Defective, incomplete, or unacceptable Work within 30 days from the date of Substantial Completion.

Name _____

Signature Date

Owner's Acceptance

The Owner accepts the Project or portion designated above as Substantially Complete and will commence occupancy.

Name _____

Signature Date

Contracting Authority's Acceptance

The Contracting Authority accepts the Project or portion designated above as Substantially Complete.

Name _____

Signature Date



Notice of Intent to Award

CITY OF MONROE, OHIO 00 640 01 Notice of Intent to Award

Project Name Todhunter PRV Project Number 2025-OPWC-01, OPWC PID CJ19AC
Project Location Todhunter Rd and Holman Dr Owner City of Monroe
County Butler Date of Contract* _____

Dear _____:

The City of Monroe is pleased to inform you that _____ has been
awarded the contract for the above project based on the bid submitted on _____ in the amount
of
\$ _____.

The contract availability date is _____ and the contract completion date is
_____.

Should you have any questions, please contact the City of Monroe Public Works, Engineering Department
(513) 727-8953,



Notice of Commencement

CITY OF MONROE, OHIO 00 64 02 Notice of Commencement

Notice is hereby given in accordance with Section 1311.252 Ohio Revised Code of the commencement of the Public Improvement identified as:

Project Name Todhunter PRV Project Number 2025-OPWC-01, OPWC CJ19AC
Project Location Todhunter Rd and holman Dr Owner City of Monroe
County Butler Date of Contract* _____
*Date signed by City of Monroe

Public Authority
The Public Authority responsible for the Public Improvement is:

City of Monroe 233 S
Main Street
Monroe, OH 45050

Designated Representative
The representative to whom service of an affidavit of claim may be made pursuant to Revised Code Section 1311.26:

City of Monroe
233 S Main
Street
Monroe, OH 45050

Affidavit
I certify or affirm that to the best of my knowledge, the information provided in this document is true and correct and that I am fully authorized to provide this Notice.

Affiant:
City of Monroe

[Name], [Title]

Contractor
Name _____
Address _____
City, State, ZIP _____
Trade/GC/CM/DB _____

Surety
Name _____
Address _____
City, State, ZIP _____



Request for Pricing

CITY OF MONROE OHIO

PRICING REQUEST



DIRECTOR	☐
FIELD REP	☐
CONTRAC	☐
TOR	☐
OTHER	

PROJECT:	PRICING REQUEST NUMBER:
	DATE:
	PROJECT NO.:
	CONTRACT NO.:

TO CONTRACTOR:

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within ten (10) days the Contractor must submit this proposal or notify the City, in writing, of the date on which the proposal submission is anticipated.

Description as follows:

Attachments

NOTE: This Request for Pricing does not reflect changes in the Contract Sum or Contract Time.

Requested By City of Monroe Ohio

DIRECTOR OF FACILITIES	CITY FIELD REPRESENTATIVE	
Address	Address	
BY	BY	
DATE	DATE	

PROVIDE CONTRACTOR/SUBCONTRACTOR BACKUP DOCUMENTATION ☐



Change Order

CITY OF MONROE OHIO
CHANGE ORDER



DIRECTOR
FIELD REP
CONTRAC
TOR
OTHER

PROJECT:	CHANGE ORDER NUMBER:
	DATE:
	PROJECT NO.:
	CONTRACT DATE:
TO CONTRACTOR:	CONTRACT FOR:

The Contract is changed as follows:

Justification for the change order as follows:

The original (Contract Sum) (Guaranteed maximum Price) was	\$ -
Net change by previously authorized Change orders	\$ -
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$ - The (Contract Sum)
(Guaranteed maximum price) will be (increased) (decreased)	
(unchanged) by this Change Order in the amount of	\$ -
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$ -

The Contract Time will be (increased) decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is _____

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

CONTRACTOR	CITY FIELD REPRESENTATIVE	DIRECTOR OF FACILITIES
Address	Address	Address
BY	BY	BY
DATE	DATE	DATE

PROVIDE CONTRACTOR/SUBCONTRACTOR BACKUP DOCUMENTATION ☐



Contracting Definitions

CITY OF MONROE, OHIO 00 71 00 – Contracting Definitions

Acceptable Component	A component listed in the Specifications after the Basis of Design Component.
Addenda or Addendum	Written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Agreement is executed.
A/E	See “Architect/Engineer.”
Agreement	The form furnished by the Contracting Authority (including all of its exhibits) that, when completed and signed by the Contractor and Contracting Authority evidences entry into the Contract.
Allowance	A sum stipulated in the Contract Documents for a defined scope of the Work that may not be completely defined at the time of bidding. Allowance amounts do not include the Contractor’s Fee on account of the associated Work.
Alternate	A change in the proposed Project scope, which may include but is not limited to alternate materials or methods of construction, and an amount stated on the Bid form to be added to or deducted from the Base Bid if the corresponding Alternate is incorporated into the Contract.
Alternative Dispute Resolution	A voluntary and non-binding process for the administrative review, consideration, and attempted settlement of a dispute, without resort to judicial process, including but not limited to partnering, negotiation, mediation, impartial fact- finding, dispute review board, and mini-trials, but shall not include arbitration.
Applicable Law	All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work or the A/E’s Services on the Project.
Architect/Engineer	The Person responsible for providing professional design services and construction contract administration for the Project as provided in the Contract Documents. The A/E shall be a (1) registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to ORC Chapter 4703, (2) landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to ORC Chapter 4703, or (3) professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to ORC Chapter 4733.
As-Built Documents	Documents, including but not limited to Drawings, Addenda, Specifications, executed Change Orders, and other elements of the Contract Documents which the Contractor annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to the Owner throughout the life of the completed Project.
Base Bid	The amount stated in a Bid as the sum for which the Bidder offers to perform the Work in a particular trade or other category, which is described in the Contract Documents, excluding Alternates.
Basis of Design	A document that records the concepts, calculations, decisions, and product selections used to meet the Owner’s Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
Basis of Design Component	A component listed first in the Specifications.
Bid	A written proposal to perform a Contract, submitted on a completed Bid Form, accompanied by other required documents. The term Bid includes a proposal that has been digitally signed, encrypted, and submitted through the State’s electronic bidding application pursuant to OAC 153:18-01.

Bidder	A Person that submitted a Bid.
BIM	See "Building Information Model."
Bid Form	A form furnished by the Contracting Authority with the proposed Contract Documents that is to be completed, signed, and submitted containing the Bidder's Bid.
Bid Guaranty	A bid bond or other instrument of security authorized by ORCSection153.54 submitted with the Bid to provide assurance that the Bidder will execute the Agreement.
Bond	A performance and payment bond in the format specified by ORCSection153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers.
Building Information Model	A digital representation of physical and functional characteristics of a facility; a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle, which is defined as existing from earliest conception to demolition; electronic files used to design and coordinate the Project; and may be used to describe a single model or multiple models used in the aggregate.
Certificate of Contract Completion	A form used to document the Contractor's achievement of Contract Completion. This form may also be used to document partial Contract Completion.
Certificate of Substantial Completion	A form used to document (1) that the Contractor has achieved Substantial Completion of the Work or a designated portion of the Work for which the Contracting Authority and the Owner have agreed to take Partial Occupancy, and (2) the date on which the associated Substantial Completion of the Work was achieved.
Change Directive	A written document prepared by the A/E and executed by the Contracting Authority that directs a change in the Work.
Change Order	A document recommended by the A/E and executed by the Contracting Authority and the Contractor that modifies the Contract.
Claim	A demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.
Claim Affidavit	A sworn document used in conjunction with filing a lien, which contains a claim on the funds that are due to a Contractor, in favor of a Person supplying labor, materials, or services for the value of labor, materials, or services supplied.
Combined Bid	A Bid that combines bid items for separate Contracts stated on the Bid Form.
Commission	See "Ohio Facilities Construction Commission."
Commissioning Agent	The Person identified by the Contracting Authority who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process for the Project.
Commissioning Plan	A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.
Commissioning Process	A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.
Commissioning Report	A document that records the activities and results of the Commissioning Process. The Commissioning Report is developed from the final Commissioning Plan with its attached appendices.

Conformed Documents	Contract Documents with all Addenda items and accepted Alternates incorporated by the A/E, published, and issued to a successful Bidder for its use during performance of the Contract. The Conformed Documents are furnished solely for the Contractor's convenience. In the event of any conflict between the Contract Documents modified by Addenda and the Conformed Documents, the Contract Documents take precedence.
Construction Budget	The amount identified in the Agreement as adjusted by the Owner and Contracting Authority.
Construction Cost	The sum of the Contract Cost amounts for a phase of the Project.
Construction Progress Schedule	The critical path schedule for performance of the Contract; showing the time for completing the Work within the Contract Times; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractor, A/E, Contracting Authority, and Owner; and the Contractor's resource and cost loading information; as periodically updated during the performance of the Work.
Contract	The state of legal obligation entered into by the State and the Contractor, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents.
Contract Completion	The schedule Milestone in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and Contractor has satisfied all of its other obligations under the Contract Documents, including but not limited to (1) all governmental authorities have given final, written approval of the Work, (2) a final unconditional certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, (3) the Contractor's Work is 100 percent complete, and (4) all Punch List items have been completed or corrected, and (5) the Contractor has complied with conditions precedent to final payment and release of retained funds.
Contract Documents	Collectively, the documents that constitute the substance of the Contract including but not limited to Drawings, Specifications, Addenda if any, General Conditions, Supplementary Conditions if any, Bid Form, Wage Rates; and the executed Agreement, Bid Guaranty and Contract Bond, and Change Orders if any.
Contract Sum	The Contract Sum is the Contractor's entire compensation for the Contractor's proper, timely, and complete performance of the Work and is subject to adjustment as provided in the Contract.
Contract Times	The periods stipulated in the Agreement for the achievement of associated Milestones, in consecutive days, beginning on the date established by the Notice to Proceed, including adjustments authorized by executed Change Orders.
Contracting Authority	The party identified in the Agreement, which may be the Ohio Facilities Construction Commission; an agency of the state of Ohio; an Institution of Higher Education or division thereof; a School District Board; or the legislative body of a political subdivision.
Contractor	A firm, which is party to the Contract for the performance of Work on the Project in accordance with the Contract Documents.

Contractor's Documents	All Project-related documents, including those in electronic form, prepared by the Contractor and its Subcontractors.
Contractor's Fee	The portion of the Contract Sum attributable to the aggregate of the Contractor's profit and home-office overhead related to the Contractor's proper, timely, and complete performance of the Work.
Contractor Payment Request	The form furnished by the Commission that is to be used by the Contractor in requesting payments and which, when signed by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.
Contractor's Punch List	A document prepared by the Contractor that consists of a list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.
Coordination Drawings	Drawings and Electronic Files prepared by the Contractor to demonstrate how multiple-system and interdisciplinary work will be coordinated. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals if applicable.
Correction Period	A period of one year commencing on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy.
CA	See "Commissioning Agent."
Date of Commencement	The date established in a Notice to Proceed issued by the Contracting Authority to the Contractor to mark the start of the Work and the beginning of the running of the Contract Times.
Day	A calendar day of 24 hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.
Defective Work	Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval; or has been damaged prior to the A/E's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not free from defects in workmanship, materials or equipment during the period of any warranty or guarantee.
Differing Site Condition	Either (1) a subsurface or otherwise concealed physical condition encountered at the Site that differs materially from the conditions indicated in the Contract Documents or (2) an unknown physical condition of an unusual nature encountered at the Site that differs materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
Dispute Review Board	A form of Alternative Dispute Resolution that is typically comprised of three members, selected jointly by the Contractor and the Contracting Authority, to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them.
Drawings	Graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.
Electronic File	Information maintained in a computer system or format that is intended to facilitate a Person's use and manipulation of the information including but not limited to Word, Excel, PDF, Primavera, CAD, and BIM files all in their native format.

Enclosure, Permanent	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and permanent windows and entrances are in place.
Enclosure, Temporary	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and windows and entrances are provided with suitable temporary enclosures.
Estimated Construction Cost	The sum of the Estimated Contract Cost amounts published in the Solicitation, as modified by Addenda, for a phase of the Project.
Estimated Contract Cost	The estimated amount for the Contract published in the Solicitation, including the Base Bid estimate and the estimates of selected Alternates, if any, as modified by Addenda.
Extra Materials	Materials required by the Contract Documents that are not incorporated into the Project but are given to the Owner to be used for future maintenance or repairs.
Final Inspection	The final review of the Work of the Contractor by the A/E to determine whether issuance of the Certificate of Contract Completion is appropriate.
Furnish	Supply and deliver to the Site, or other specified location, ready for installation.
General Conditions	The State's Standard General Conditions currently in effect, which maybe modified by the Commission from time to time.
General Conditions Costs	General Conditions Costs include only the Contractor's costs to provide the general conditions Work including without limitation the costs of all of the following Site- related items: scheduling and coordinating the Work. telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, and pre-approved travel, lodging, and parking costs. General Conditions Costs also include (1) Bond premiums and (2) premiums for builder's risk insurance if the Contractor purchases the builder's risk policy for the Project.
Hazardous Materials	Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, Clean Air Act, Hazardous Materials Transportation Uniform Safety Act, Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes but is not limited to asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.
Indemnified Parties	The State, Contracting Authority, Owner, A/E, other Separate Consultants, and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities.
Install	Put into use or place in final position, complete and ready for intended service or use.
Institutional Designee	The party identified in the Agreement empowered with a level of authority similar to the Executive Director of the Commission, which may be the university architect or engineer; director of capital facilities or an institution vice president.

	Institution of Higher Education Any state of Ohio university or college, community college, state of Ohio community college, technical college, university branch, community college district, technical college district, university branch district, and the applicable board of trustees or, in the case of a university branch district, any other managing authority.
Liquidated Damages	A sum established in the Contract Documents, pursuant to the statutory delay forfeiture authorized under ORC Section 153.19, to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time for achievement of Substantial Completion, or any applicable portion of the Work on or prior to any Milestone date stated on the Agreement.
Material Supplier	A Person under a contract with the Contractor to furnish materials or supplies in furtherance of the Work, including all such Persons in any tier. Material Supplier does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
Mediation	A voluntary process in which a neutral third party meets with the parties who have a disagreement or dispute and attempts to facilitate a mutually satisfactory resolution.
Milestone	A principal event specified in the Contract relating to an intermediate completion date or time prior to and including Substantial Completion of all Work.
Modification	A (1) written amendment to the Contract signed by both parties, (2) Change Order, (3) Change Directive, or (4) an order for a minor change in the Work.
Negotiation	A form of Alternative Dispute Resolution in which all parties involved are represented by those invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.
Neutral Facilitator	A nonpartisan third-party without decision-making authority who is engaged to assist the Project's key stakeholders in developing cooperative relationships, achieving project objectives, avoiding, or minimizing disputes, and nurturing a more- collaborative ethic characterized by trust, cooperation and teamwork.
Notice of Commencement	A notice prepared by the Contracting Authority identifying the Project, the Contractors, the Surety for each Contractor, and the name of the Contracting Authority's representative upon whom a Claim Affidavit may be served.
Notice of Intent to Award	A written notice provided by the Contracting Authority to the apparent successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of a Contract within the time specified, the Contracting Authority intends to execute a Contract with the Bidder.
Notice to Proceed	A written notice provided by the Contracting Authority authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of the Work.
OAC	Ohio Administrative Code
ORC	Ohio Revised Code
Owner	City of Monroe, Ohio
Owner's Project Requirements	A written document that details the requirements of the Project and the expectations of how it will be used and operated. These include project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
Partial Occupancy	The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, partial occupancy is approved by authorities having jurisdiction, and items of Work cannot be completed until a subsequent date.

Partnering	A voluntary dispute prevention process involving team building activities to help define common goals, improve communication, and foster a problem solving attitude among a group of contracting parties that must work together throughout Contract performance to be less adversarial and more cooperative.
Person	An individual, corporation, business trust, estate, partnership, association, or other public or private entity.
Phase	A separation in the Work of the Project by sequence or time intervals, which may include separate contractors for each Phase.
Plan Holder	A prospective Bidder that received a set of Contract Documents prior to the bid opening.
Product Data	Manufacturer's standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.
Project	The public improvement, of which the Work performed under the Contract Documents may be the whole or a part.
Project Manager	A permanent employee of the Contracting Authority assigned to the Project and authorized to perform specific responsibilities.
Project Manual	That part of Construction Documents which consists of bound volume(s) of primarily written material which generally contain Division 00 - "Procurement and Contracting Requirements," and Divisions 01 through 49 - "Specifications," and other documents pertaining to the Project.
Proposal	The offer of a Contractor to perform the Work set forth in a Proposal Request.
Proposal Request	A document issued after execution of the Contract requesting a Proposal from the Contractor(s), which may initiate a Change Order to modify the Contract.
Provide	Furnish and install, complete and ready for intended use.
Punch List	A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.
Record Documents	Electronic files and printed documents of all nature prepared by the A/E, which incorporate the information shown on the Contractor's As-Built Documents. They consist of the "Record Drawings" and "Record Project Manual," Certificate of Substantial Completion, Certificate of Contract Completion (as complete), Contractor's Warranty, Manufacturers' Warranties, certificate(s) of occupancy, approved shop drawings and other action submittals, Change Directives, Proposal Requests, Requests for Interpretation, Addenda, Change Orders, Balancing Reports, and the final version of the approved Construction Progress Schedule.
Record Drawings	The Drawings, which have been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.
Record Model	The Building Information Model, which has been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.
Record Project Manual	The Project Manual of the Contract Documents, which has been revised by the A/E to show the changes made during the construction process, based on the As-Built Project Manual furnished by the Contractor.
Request for Change Order	A written notice from the Contractor accompanied by a Proposal for a change in the Work.
Request for Interpretation	A written request to the A/E seeking an interpretation or clarification of the Contract Documents.

RFI	See "Request for Interpretation."
Samples	Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.
Schedule of Values	A full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.
School District	A local, exempted village, or city school district as defined in ORC Chapter 3311, or a joint vocational school established pursuant to ORC Section 3311.18, performing essential governmental functions of state government pursuant to ORC Sections 3318.01 to 3318.20.
Separate Consultant	A Person engaged by the Owner or Contracting Authority to provide Project-related professional services other than the services under this Contract. The term includes the Separate Consultant's authorized representatives, successors, assigns, and subconsultants regardless of tier.
Separate Contract	The contract between the Owner or Contracting Authority and a Separate Consultant or a Separate Contractor.
Separate Contractor	A Person under contract with the Owner or Contracting Authority to provide Project-related work other than the Work under this Contract. The term includes the Separate Contractor's authorized representatives, successors, assigns, and subcontractors regardless of tier.
Shop Drawings	Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor or a Subcontractor to illustrate some portion of the Work. Shop Drawings are not Contract Documents. Shop Drawings on equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.
Site	The location designated for the Project.
Specifications	Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements, included in Divisions 01 through 49, for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
Stage	A distinct period in the life cycle of a facility from concept through construction, to use and deconstruction or demolition. Typical Stages include Program Verification, Schematic Design, Design Development, Construction Documents, Bidding and Award stages; and the Construction Stage, which includes Construction and Closeout activities.
Standard Requirements	The brief name of the "State of Ohio Standard Requirements for Public Facility Construction," including but not limited to General Conditions, and other Division 00 Documents and Division 01 Sections; currently in effect, which the Commission may modify from time to time.
State	The government of Ohio, including any organized body, office, or agency established by the laws of this state for the exercise of any function of state government, any state institution of higher education as defined in ORC Section 3345.011, or any School District Board as defined in ORC Section 3318.01.
Subcontract	Any contract or agreement between the Contractor and a Subcontractor for performance of a portion of the Work.

Subcontract Form	The State of Ohio Subcontract Form prescribed by OAC Section 153:1-3-02 and required for use with the General Contracting method of project delivery.
Subcontractor	A Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier. The term "Subcontractor" includes Material Suppliers but does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
Substantial Completion	The stage in the progress of the Work when the Work (or designated portion of the Work for which the Contracting Authority and Owner have agreed to take Partial Occupancy) is sufficiently complete in accordance with the Contract that the Owner can utilize the Work for its intended use, as determined by the A/E. The issuance of a certificate of occupancy or partial certificate of occupancy (if applicable) is a condition precedent to the achievement of Substantial Completion.
Substantially Complete	See "Substantial Completion."
Substitution	An article, device, material, equipment, form of construction, or other item, proposed by a prospective Bidder prior to the bid opening and approved by the A/E by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a Basis of Design or Acceptable Component specified in the proposed Contract Documents.
Supplementary Conditions	Amendments to the General Conditions, issued as a separate document, which describe conditions of the Contract unique to a particular Owner or Project, which may include provisions regarding the assignment of responsibility for refuse removal, safety and security precautions and programs, temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by the Contractor and Subcontractors and requiring the Contractor to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Owner personnel for operation and maintenance of the Project. The General Conditions shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Commission.
Supplementary Instructions	Amendments to the Instructions to Bidders, issued as a separate document, which describe instructions unique to a particular Owner or Project. The Instructions to Bidders shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Instructions prepared by the Contracting Authority and approved by the Commission.
Surety	A Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the State against all direct and consequential damages suffered by failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.
Systems Manual	A system focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner after they begin using the facility.
Unit Price	The cost of providing a unit of Work including labor, materials, services, and associated expenses. Unit Prices do not include the Contractor's Fee on account of the associated Unit Price Work.

Work The labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the Contractor for the Project. The furnishing of all material, labor, detailing, layout, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items reasonably necessary for the full and proper performance and completion of the requirements of the Project as set forth in the Contract Documents, and items reasonably inferable therefrom and consistent therewith for the proper execution and completion of the construction and other services required by the Contract Documents, whether provided or to be provided by the Contractor or a Subcontractor, or any other entity for whom the Contractor is responsible, and whether or not performed or located on or off of the Site.

END OF DOCUMENT



General Conditions

CITY OF MONROE, OHIO 00 72 13 General Conditions

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ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES

1.1 Nondiscrimination

1.1.1 The Contractor shall comply with Applicable Law regarding equal employment opportunity, including ORC Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio.

1.1.1.1 The Contractor shall cooperate fully with the State's Equal Opportunity Coordinator ("EOC"), 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 the Contract.

1.1.1.2 In the event the Contractor fails to comply with these nondiscrimination clauses, the Contracting Authority shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to ORC 153.60 for each person who is discriminated against or intimidated in violation of this **Section 1.1.1**.

1.1.1.3 The Contract may be terminated or suspended in whole or in part by the Contracting Authority and all money to become due hereunder may be forfeited in the event of a subsequent violation of this **Section 1.1.1**.

1.1.2 Hiring Under State Public Improvement Contracts.

1.1.2.1 Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within 30 days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in ORC Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and

journey person's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

1.1.3 Affirmative Action.

1.1.3.1 The Contractor and Subcontractors shall comply with the State's Equal Employment Opportunity requirements described under OAC Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this **Section 1.1.3**.

1.1.3.2 The Contractor shall demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the EOC.

1.1.3.3 By the 10th day of each month, the Contractor and Subcontractors shall submit to the EOC via the internet a completed Ohio Construction Contract Information Report - Input Form 29 (I-29) for the preceding month. The form shall be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

1.2 Prevailing Wages

1.2.1 The Contractor shall comply with the prevailing wage requirements described under ORC Chapter 4115 that include, without limitation, the requirements described under this **Section 1.2**.

1.2.2 If the Project is subject to payment of prevailing wage rates, the Contractor shall:

1.2.2.1 pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau;

1.2.2.2 post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract;

1.2.2.3 ensure that the rates posted are current and remain posted in legible condition during the period of the Contract; and

1.2.2.4 not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law.

1.2.3 The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its website, <https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>, to obtain the current wage rates.

1.3 Use of Domestic Steel

1.3.1 The Contractor is required by law to supply domestically produced steel products used for load bearing structural purposes on all projects funded in whole or in part with Statefunds.

1.3.2 The Contractor and Subcontractors shall comply with ORC Section 153.011 regarding the use of domestically produced steel products, and furnish the certifications required by **Section 6.20.8**. Copies of [ORC Section 153.011](#) may be obtained from the Ohio Facilities Construction Commission.

1.4 Drug Free Safety Program Participation

1.4.1 Throughout the performance of the Work, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in ORC Section 153.03 ("OBWC-approved DFSP").

1.4.2 As required under ORC Section 153.03(E):

1.4.2.1 "Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a subcontractor providing labor at the project site of the public improvement."

1.4.2.2 "Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug- Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the publicimprovement."

1.4.2.3 "Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor orthe subcontractor who was not enrolled in a program for future contracts with the State for 5 years after the date of the breach."

1.4.2.4 "Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower- tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the State for 5 years after the date of the breach."

1.4.3 Prior to authorizing a Subcontractor to commence Work on the Site, the Contractor shall obtain the Contracting Authority's approval, and shall also submit written confirmation of the Subcontractor's enrollment on the **Subcontractor and Material Supplier Declaration** form to the A/E.

1.4.4 In addition to OBWC-approved DFSP Basic requirements, the Contractor, each Subcontractor, and each Separate Contractor that provides labor on the Site shall participate in a pool that performs random drug testing of at least 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractor, Subcontractors, and Separate Contractors. Basic random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved advanced testing. The Contractor and Subcontractor shall provide evidence of required testing to the Contracting Authority upon request.

1.8 Owner Work Rules

1.9.1 The Contractor shall consult with the Owner to obtain full knowledge of the Owner's rules, regulations, or requirements affecting the Project.

1.9 Emergency

1.10.1 In the event of an emergency affecting the safety of the Project, other property, or individuals, the Contractor, without special instruction or authorization, shall act to prevent the threatened damage, injury, or loss.

1.10.2 If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of its actions in response to an emergency, the Contractor may request a Modification by giving written notice under **Section 7.3.2**.

1.11 Limit of Contractor's Responsibility

1.11.1 The Contractor is not responsible for the A/E's negligence or the A/E's failure to properly perform the A/E's contract.

1.12 Testing and Inspection Services

1.12.1 Unless otherwise specified in the Contract Documents, the Contractor shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

1.12.2 The Contractor shall submit no less than three (3) qualified testing agencies for the City to review and deem acceptable or not.

ARTICLE 2 - STATE'S RIGHTS AND RESPONSIBILITIES

2.1 Owner

2.1.1 The Owner shall designate a representative authorized to act on behalf of the Owner during the Project.

2.1.2 The Owner shall furnish information and services required of it in a timely manner.

2.1.3 The Owner shall have access to the Work at all times whenever the Project is in preparation or progress.

2.1.4 Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

2.1.5 The Owner may request a change in the Work if the A/E recommends and the Contracting Authority approves the change.

2.1.6 The Owner shall communicate with the Contractor through the Contracting Authority.

2.1.7 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

2.2 Approval of Owner, Contracting Authority, and State

2.2.1 The Owner, Contracting Authority, or State's review and approval of the Work and any information the Contractor submits to them is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

ARTICLE 3 - A/E'S RESPONSIBILITIES

3.1 The A/E's Contract Administration Duties

3.1.1 The A/E shall administer the Contract as provided in the Contract Documents and Architect/Engineer Agreement, including, but not limited to, performance of the functions described as follows:

3.1.1.1 The A/E shall attend and conduct progress meetings. The A/E shall prepare an agenda and produce a written report of each progress meeting, and distribute the report to the Contracting Authority, Owner, and Contractor within 3 business days after the meeting. The A/E shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

3.1.1.2 The A/E may authorize minor changes or alterations in the Work that are consistent with the intent of the Contract Documents and do not involve adjustment of the Contract Sum or Contract Times, or both. The A/E has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor may seek adjustment of the Contract Sum or Contract Times, or both.

3.1.1.3 The A/E shall review and recommend, certify, or approve applicable forms required under the Contract Documents.

3.1.1.4 The A/E shall render decisions in connection with the Contractor's responsibilities under the Contract Documents and submit recommendations to the Contracting Authority for enforcement of the Contract as necessary.

3.1.2 The A/E is the initial interpreter of all requirements of the Contract Documents. All decisions of the A/E are subject to final determination by the Contracting Authority.

3.2 Site Visits and Observation

3.2.1 The A/E shall notify, advise, and consult with the Contracting Authority and Owner and protect the State against Defective Work throughout completion of the Project, which includes the Correction Period.

3.2.1.1 The A/E shall designate a field representative, subject to the Contracting Authority's approval, to attend to the Project, to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents.

3.2.1.2 The A/E shall have its consultants attend to the Project at intervals required by its agreement or the Contracting Authority.

3.2.2 The A/E is authorized to disapprove or reject Defective Work. The A/E shall immediately notify the Contracting Authority any time the A/E disapproves or rejects an item of Work.

3.2.3 The A/E is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.3 Approval of A/E

3.3.1 The A/E's review and approval of the Work and any information the Contractor submits to the A/E is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

3.4 Limitation of A/E's Authority

3.4.1 Under no circumstances is the A/E authorized to:

3.4.1.1 bind the Owner or Contracting Authority to any authorizations under, modifications of, or

amendments to any contract other than as expressly described under **Section 3.1.1.2**;

3.4.1.2 accept any defective or non-conforming services, Work, or vendor-furnished items;

3.4.1.3 make any settlements on behalf of the Owner or Contracting Authority; or

3.4.1.4 assume any responsibilities of the Contractor or Subcontractors.

ARTICLE 4 - SUBCONTRACTORS

4.1 Evaluation and Approval

4.1.1 Within 10 days after the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E a **Subcontractor and Material Supplier Declaration** form through which the Contractor identifies its Subcontractors.

4.1.2 The Contractor's failure to timely submit the information regarding a proposed Subcontractor may result in withholding payment in accordance with **Section 9.8**.

4.1.3 After receiving the **Subcontractor and Material Supplier Declaration** form, the A/E shall verify that it is complete and deliver it to the Contracting Authority and Owner. If the A/E finds the form incomplete, the A/E shall return it to the Contractor and identify the incomplete information.

4.1.4 If the Contracting Authority rejects any proposed Subcontractor, the Contractor shall propose a replacement Subcontractor with no adjustment of the Contract Sum. The proposed replacement Subcontractor will be evaluated as described above.

4.1.5 No less than 10 days before Work is to be performed by the Subcontractor, or within a shorter period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the Contracting Authority a complete copy of the executed Subcontract between the Contractor and Subcontractor.

4.1.6 If the Project is administered using the State's web-based project management software, the Contractor shall identify its proposed Subcontractors and submit its Subcontracts through the "Subcontractor Supplier Declaration" business process.

4.2 Form of Subcontract

4.2.1 All Subcontracts shall be on the **State of Ohio Subcontract Form** prescribed by OAC Section 153:1-03-02.

4.2.2 No less than 10 days before Work is to be performed by a Subcontractor, or within a shorter period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the Contracting Authority and A/E a complete copy of the executed Subcontract between the Contractor and Subcontractor. After receiving the Subcontract, the A/E shall verify that it is complete and deliver it to the Contracting Authority. If the A/E finds the Subcontract incomplete, the A/E shall return it to the Contractor and identify the incomplete information.

4.3 Replacement of Subcontractors

4.3.1 The Contractor shall not replace any Subcontractor after execution of the Subcontract without the prior written approval of the Contracting Authority.

4.4 Contractor's Responsibility

4.4.1 The Contractor is fully responsible for all acts and omissions of its Subcontractors and is responsible for scheduling and coordinating the Work of its Subcontractors.

4.4.1.1 The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors.

4.4.1.2 The Contractor shall require that each of its Subcontractors have a competent supervisor at the Site whenever the Subcontractor is performing Work.

4.4.1.3 The Contractor shall bind its Subcontractors to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor, and shall not agree to any provision, which seeks to bind the State to terms inconsistent with or at variance from the Contract Documents.

4.4.2 The Contractor will not be relieved of its full responsibility for Subcontractors and their performance of

the Work by **(1)** the participation of the Owner, Contracting Authority, and A/E in the processes described under this **Article 4** or other related provisions of the Contract Documents or **(2)** the Contracting Authority's rejection of a Subcontractor or failure to reject a Subcontractor under **Section 4.1**.

4.5 Contingent Assignment of Subcontracts

4.5.1 The Contractor hereby assigns its agreement with each Subcontractor to the Contracting Authority provided that the assignment is effective only after termination of the Contract by the Contracting Authority

and only for those agreements that the Contracting Authority accepts by notifying the Contractor and applicable Subcontractor in writing. The Contracting Authority may re-assign accepted agreements.

4.6 Prompt Payment

4.6.1 The Contractor shall make payments to Subcontractors in accordance with Applicable Law, including ORC Section 4113.61 that includes, without limitation, the requirements described under this **Section 4.6**.

4.6.1.1 If a Subcontractor requests payment in time to allow the Contractor to include the request in its Contractor Payment Request, the Contractor shall pay within 10 days after receipt of payment from the State:

- 1** To a Subcontractor other than a Material Supplier, an amount equal to the percent of completion allowed by the Contracting Authority for the Subcontractor's Work.
- 2** To a Material Supplier, an amount equal to all or that portion of the Contractor Payment Request that represents the materials furnished by the Material Supplier.

4.6.2 The Contractor may reduce the amount paid to a Subcontractor pursuant to **Section 4.6.1** at a rate equal to the percentage retained from the Contractor and may withhold amounts necessary to **(1)** resolve disputed liens or claims involving the Work of the Subcontractor or **(2)** account for the failure of the Subcontractor to perform its obligations under its agreement with the Contractor.

4.6.2.1 Labor Payments.

- 1** Partial payments to the Subcontractor for labor performed under either a Unit Price or lump sum Subcontract shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.
- 2** After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

4.6.2.2 Material Payments.

- 1** The Contractor shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.
- 2** The Contractor shall pay the Subcontractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value in a Unit Price or lump sum Subcontract, for materials delivered to the Site, or other off- site storage location approved by the A/E, provided the Subcontractor provides the information required by **Sections 9.6.2.1** and **9.6.2.2** with its request for payment.

4.6.3 If the Contractor fails to comply with this **Section 4.6**, the Contractor shall pay to the applicable Subcontractor 18 percent interest, compounded annually, on any unpaid amount beginning on the 11th day after receipt of payment from the State.

4.6.4 In order to establish lien rights, Subcontractors shall comply with Applicable Law, including ORC Sections 1311.26, 1311.261, and 1311.29.

4.6.5 If the Contracting Authority receives a Claim Affidavit from a Subcontractor, it shall proceed as required by Applicable Law, including ORC Sections 153.63 and 1311.31.

4.6.6 Laborers, Subcontractors, and Material Suppliers may secure payment rights in accordance with Applicable Law, including ORC Section 153.56.

ARTICLE 5 - PRECONSTRUCTION ACTIVITIES

5.1 Building and Trade Permits and Licenses

5.1.1 Local Permits.

5.1.1.1 The Contractor shall secure and pay the fees for any permits, inspections, licenses, capacity charges, or tap fees required by local authorities having jurisdiction over the Project. The Contractor shall give the A/E, Contracting Authority, and Owner reasonable notice of the date arranged for inspections.

5.1.2 National Pollutant Discharge Elimination System ("NPDES") Storm Water General Permit.

5.1.2.1 The A/E shall secure the NPDES general permit by submitting a Notice of Intent (“NOI”) application form to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction. The Contractor shall be a “co-permittee” if required under Applicable Law.

5.1.2.2 The A/E shall prepare and certify a storm water pollution prevention plan to provide sedimentation and erosion controls at the Project.

5.1.2.3 The A/E shall prepare and process the required Notice of Termination (“NOT”) prior to Contract Completion.

ARTICLE 6 - CONSTRUCTION AND CLOSEOUT

6.1 Commencement of Work on the Site

6.1.1 Unless the Contracting Authority agrees otherwise in writing, the Construction Stage will commence with the Contracting Authority’s issuance of the Notice to Proceed and will terminate upon Contract Completion.

6.2 Responsibility of the Contractor

6.2.1 The Contractor shall complete portions of the Work in the sequence and time in the Construction Progress Schedule.

6.2.2 The Contractor shall supervise the Work.

6.2.3 The Contractor must perform the Work so as not to interfere with, disturb, hinder, or delay the services of Separate Consultants or the work of Separate Contractors. The Contractor must cooperate and coordinate fully with all Separate Consultants and Separate Contractors and must freely share all of the Contractor’s Project-related information with them to facilitate the timely and proper performance of the Work and of the services and work of the Separate Consultants and Separate Contractors.

6.2.4 The Contractor must afford every Separate Consultant and Separate Contractor proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of their services and work.

6.2.5 If the Contractor damages the property or work of any Separate Consultant or Separate Contractor, or by failure

6.2.6 to perform the Work with due diligence, delays, interferes with, hinders, or disrupts the services of any Separate Consultant or the work of any Separate Contractor who suffers additional expense and damage as a result, the Contractor is responsible for that damage, injury, or expense.

6.2.7 The intent of Sections 6.2.3 through 6.2.5 is to benefit the Separate Consultants and Separate Contractors, and to demonstrate that the Separate Consultants and Separate Contractors are intended third-party beneficiaries of the Contractor’s obligations under the Contract.

6.2.8 If the proper execution or results of any part of the Work depends upon work performed or services provided by the Owner, a Separate Consultant, or a Separate Contractor, the Contractor must inspect that other work and appropriate instruments of service, and promptly report to the Contracting Authority in writing any defects or deficiencies in that other work or services that render it unavailable or unsuitable for the proper execution and results of the Work. The Contractor’s failure so to report will constitute an acceptance of the other work and services as fit and proper for integration with the Contractor’s Work except for defects and deficiencies in the other work or services that were not reasonably discoverable at the time of the Contractor’s inspection.

6.2.9 The Contractor shall not delay the Work on account of any claim, dispute, or action between the Contractor and a Separate Consultant or Separate Contractor.

6.2.10 The Contractor shall develop and keep current the Construction Progress Schedule in accordance with Section 6.5 and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule, for the A/E and Contracting Authority’s acceptance.

6.2.11 The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.

6.2.12 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the

Project, record, and report actual performance and progress, and show how it plans to coordinate and complete all remaining work by Contract Completion.

6.2.13 The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions Schedule and shall initiate revisions as required by **Section 6.5.14**.

6.2.14 The Contractor shall establish the Project's regular working hours, subject to approval by the A/E and the Owner.

6.2.15 The Contractor shall coordinate the Work with the activities and responsibilities of the A/E, Owner, and Contracting Authority to complete the Project in accordance with the Contract Documents.

6.2.16 In the event of default of the Contractor, the Contractor shall cooperate with the A/E, Contracting Authority, and Contractor's Surety to achieve the Substantial Completion date and Contract Completion.

6.2.17 The Contractor shall remove all snow and ice as may be required for reasonably safe access to the Project including, but not limited to, building entries, driveways, parking lots, and sidewalks.

6.2.18 The Contractor shall keep a daily log containing a record of weather, number of workers on Site for the Contractor, identification of equipment, Work accomplished, problems encountered, and other similar relevant data.

6.3 Construction Procedures

6.3.1 The Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures, for safety precautions and programs in connection with the Work, and for coordinating all portions of the Work.

6.3.1.1 If the Contract Documents give instructions that affect construction means, methods, manners, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of them and, except as stated below, shall be fully and solely responsible for the jobsite safety of the means, methods, manners, techniques, sequences, or procedures.

6.3.1.2 If the Contractor determines that the means, methods, manners, techniques, sequences, or procedures specified in the Contract Documents may not be safe, the Contractor shall give timely written notice to the A/E, Owner, and Contracting Authority. The Contractor shall not proceed with that portion of the Work

6.3.1.3 without further written instructions from the A/E. Any modification of the Contract shall be in accordance with **Article 7**.

6.3.2 The Contractor shall lay out and coordinate all lines, levels, elevations, and measurements for all of the Work, coordinate and verify existing conditions, and notify the A/E of discrepancies and conflicts before proceeding with installation or excavation.

6.3.3 The Contractor shall perform all cutting, fitting, or patching required for the Work and shall not endanger the Project by cutting, excavating, or otherwise altering the Project, or any part of it.

6.3.3.1 If the Contractor requires sleeves for the Work, the Contractor shall furnish and install the sleeves. The Contractor is responsible for the exact location and size of all holes and openings required to be formed or built for the Work.

6.3.3.2 The Contractor's patching shall match and blend with the existing or adjacent surface(s).

6.3.4 The Contractor shall comply with ORC Sections 3781.25 through 3781.32. In addition, before starting excavation or trenching, the Contractor shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval.

6.3.4.1 The Contractor shall give notice at least 2 business days in advance of excavation to the owners of underground utilities registered with the Ohio Underground Utility Protection Services ("OUPS" at <http://oups.org>, phone 811 or 800-362-2764), and the owners of underground utilities shown on the Drawings and Specifications who are not registered members of OUPS. The owner of an underground utility is required within 48-hours' notice to stake, mark, or otherwise designate the location of its utilities in the construction area together with its approximate depth. In the event that any underground utility owner fails to timely perform, the Contractor shall notify the A/E and contact the owner of the underground utility.

6.3.5 The Contractor shall install all Work in accordance with the Contract Documents and any installation

recommendations of the manufacturer, including required temperature and humidity limits for installation of the various materials.

6.3.6 The Contractor shall comply with all requirements and conditions of the NPDES general permit, including, but not limited to, implementing and maintaining the sedimentation and erosion control measures specified in the storm water pollution prevention plan prepared by the A/E pursuant to **Section 5.2.4**, which are related to the Work, maintaining records of its construction activities, removing materials no longer required, and taking proper action if there is a reportable quantity spill.

6.3.7 The Contractor shall communicate with the Contracting Authority and Owner through the A/E.

6.4 Construction Supervision

6.4.1 Unless waived by the Contracting Authority in writing, the Contractor shall provide continuous supervision at the Site by a competent superintendent when any Work is being performed and the Contractor's superintendent shall not be involved with any work other than the Project.

6.4.2 The Contractor's project manager and superintendent shall each have the responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's project manager or superintendent shall be binding as if given directly to the Contractor.

6.4.3 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than 10 days of the Notice to Proceed. For all Subcontracts in excess of \$200,000, and for all other Subcontracts on request from the Contracting Authority, the Contractor shall submit an outline of the qualifications and experience of the Subcontractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than 10 days before the Subcontractor is scheduled to begin Work on the Site.

6.4.3.1 The Contracting Authority may reject the Contractor or Subcontractor's proposed project manager or proposed superintendent. If the Contracting Authority does not notify the Contractor of the rejection within 30 days after receiving the required information, it shall indicate that the Contracting Authority has no objection but does not affect the Contracting Authority's rights under **Section 6.12.2** or any other provision relative to that project manager or superintendent.

6.4.3.2 If the Contracting Authority rejects the Contractor or Subcontractor's proposed project manager or proposed superintendent, the Contractor shall replace, or cause the Subcontractor to replace the project manager or superintendent (as appropriate) with someone acceptable to the Contracting Authority at no additional cost.

6.4.4 The Contractor and its Subcontractors subject to **Section 6.4.3** shall not replace their respective project managers or superintendents without prior written approval of the Contracting Authority.

6.4.4.1 If the Contractor or a Subcontractor subject to **Section 6.4.3** proposes to change its project manager or superintendent, the Contractor shall submit written justification to the Contracting Authority, along with the name and qualifications of the proposed replacement.

6.4.4.2 The procedure provided in **Section 6.4.3** shall be conducted to evaluate the Contractor or Subcontractor's (as applicable) proposed replacement project manager or superintendent.

6.5 Construction Progress Schedule

6.5.1 The Contractor shall develop the Construction Progress Schedule using commercially available, personal computer software acceptable to the Contracting Authority and shall submit all baseline and updated schedules to the A/E in the schedules' native electronic format.

6.5.2 The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.

6.5.3 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record, and report actual performance and progress, and show how it plans to coordinate and complete all remaining Work within applicable Milestones. The Project participants shall use the Construction Progress Schedule as a tool for scheduling and reporting sequenced progress of the Work. The Contractor shall provide a clear graphics legend and other data including, but not limited to, Milestone dates, constraints, and other items required by the Project, A/E, Contracting Authority, and Owner. Each submission shall show the Contracting Authority's Project number and Project name and provide a signature approval and date line for the Contractor.

6.5.4 The Contractor shall provide in each schedule: Activity identification and description for each activity broken down to a maximum duration that is appropriate for the activity, responsibility of the Contractor, Contractor's resources, and crew size for each activity, provide early start, early finish, late start, late finish dates. Each schedule shall show predecessor activities and successor activities for each activity, entry free float, total float, and percentage of completion, and identify the appropriate predecessors and successors for all related activities.

6.5.5 The Construction Progress Schedule shall show all submittal dates, review and approval durations for coordination drawings, Shop Drawings, other action submittals, and mock-up Work.

6.5.6 Within 30 days of the date of the Notice to Proceed, the Contractor shall submit to the A/E a proposed Construction Progress Schedule approved by the Contractor-

6.5.7 The Construction Progress Schedule shall be managed using early start dates and early finish dates. The Contractor must exhaust existing float before claiming additional time for a Change Order, or show that it is not possible to use float to cover the time requirements of the Change Order.

6.5.8 The Contractor's failure to timely submit and properly maintain an approved Construction Progress Schedule may result in withholding payment in accordance with **Section 9.8**.

6.5.9 For each progress meeting, the Contractor shall provide a 2- to 6-week look-ahead schedule, as appropriate for the Project.

6.5.10 On a weekly basis, the Contractor shall prepare and submit to the A/E a written report describing:

6.5.10.1 activities begun or finished during the preceding week;

6.5.10.2 activities in progress and expected completion;

6.5.10.3 activities to be started or finished in the upcoming 2 weeks, including but not limited to, the Contractor's workforce size and total resource hours associated with those activities; and

6.5.10.4 other information requested by the A/E.

6.5.11 The A/E shall attach the above information to the minutes of the weekly progress meetings.

6.5.12 The Contractor shall provide monthly Progress Status Reports to the Contracting Authority, A/E, and Owner, which shall include recommendations for adjusting the Construction Progress Schedule to meet Milestone dates and the Substantial Completion date.

6.5.12.1 If it is apparent to the A/E that the Contractor may be unable to meet critical path activities, Milestone completion dates, or the Substantial Completion date, the A/E shall direct the Contractor to submit within 3 days a recovery plan to avoid or minimize delay to the Project.

6.5.12.2 A recovery plan shall include, but is not limited to, adjustments to one or more of the following:

.1 workforce

.2 hours per shift

.3 shifts per workday

.4 workdays per week

.5 equipment

.6 activity logic

6.5.12.3 If the A/E approves the recovery plan, the Contractor shall prepare a revised Construction Progress Schedule approved in accordance with **Section 6.5.7**. If the A/E does not approve the recovery plan, the Contractor shall submit within 3 days an alternate recovery plan to the A/E in writing for review and approval in accordance with **Section 6.5.7**.

6.5.13 The Contractor shall update the Construction Progress Schedule on a monthly basis, or other interval approved by the Contracting Authority, in accordance with **Section 6.5.7**.

6.5.13.1 The updated Construction Progress Schedule approved by the Contractor shall serve as an affirmation that the Contractor can meet the requirements of the updated Construction Progress Schedule.

6.5.13.2 The Contractor shall submit a tabular copy showing all changes to the previously approved schedule including, but not limited to, logic, float, and actual start date of activities. The original or initially approved Construction Progress Schedule and all subsequent Construction Progress Schedules submitted by the Contractor, and accepted by the A/E, shall serve as an affirmation that the Contractor agrees to and can meet the applicable requirements of the updated Construction Progress Schedule.

6.5.14 The Contractor's failure to timely submit an approved, updated Construction Progress Schedule may result in withholding payment in accordance with **Section 9.8**.

6.6 Progress Meetings

6.6.1 The A/E shall schedule a weekly progress meeting for the Contractor and other Persons involved in the Project. The purpose of the progress meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.

6.6.2 The Contractor shall be represented at every progress meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents or Construction Progress Schedule.

6.6.2.1 The A/E shall notify the Contractor and other Persons involved in the Project of the time and place of the progress meeting that shall thereafter be the same day and hour of the week for the duration of the Project unless the A/E notifies the Contractor and other Persons involved in the Project of a different day and hour at least 2 days in advance.

6.6.2.2 The Contractor shall have any of its Subcontractors attend the progress meeting as determined advisable by the Contractor, or as requested by the A/E.

6.6.3 The A/E shall prepare a written report of each progress meeting and distribute the report to the Contracting Authority, Owner, and Contractor. The A/E shall not delegate the duty to prepare a written report of any progress meeting.

6.6.3.1 If any Person in attendance objects to anything in a report of a progress meeting, the Person shall notify the A/E, Contracting Authority, and any other affected Person in writing explaining the objection within 5 days.

6.6.3.2 The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response.

6.6.3.3 If the Project is administered using the State's web-based project management software, the Contractor shall receive written reports of progress meetings from the A/E through the "Meeting Minutes" business process, and issues identified during progress meetings that require resolution by one or more Project participants shall be documented through the "Action Items" business process.

6.7 Project Coordination

6.7.1 The Contractor shall prepare drawings ("Coordination Drawings") after the Contractor and appropriate Subcontractors ("Coordination Participants") **(1)** determine the sequence of the Project, **(2)** identify the areas requiring special attention ("Coordination Areas"), and **(3)** determine the need for a coordination drawing for any Coordination Area. The Contractor shall prepare the Coordination Drawings with Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") software acceptable to the Contracting Authority. The Coordination Drawings shall show the sheet metal work with plan and elevation dimensions, which specifically locate all HVAC ductwork, HVAC equipment, and HVAC piping for each Coordination Area based upon the information, discussion, and resulting consensus of the Coordination Participants during the coordination meetings.

6.7.1.1 After the Contractor completes the Coordination Drawings, the Contractor shall forward a copy of the Coordination Drawings to the A/E, Contracting Authority, and Owner.

6.7.1.2 The A/E shall review the Coordination Drawings to determine whether the Coordination Participants achieved the goals listed in **Section 6.7.1**. The A/E shall report any concerns, in writing, to the Coordination Participants within 14 days after receiving the drawings.

6.7.1.3 If the Project is administered using the State's web-based project management software, the Contractor shall submit the Coordination Drawings to the A/E, and CxA if applicable, through the "Submittals" business process.

6.8 Additional Tests and Inspections

6.8.1 If the A/E or the Contracting Authority determines that any portion of the Work requires special inspection, testing, or approval not otherwise required under the Contract Documents, the A/E shall order such inspection, testing, or approval.

6.8.1.1 If the special inspection, testing, or approval reveals Defective Work, the Contractor shall pay all

associated costs and will not be entitled to any related adjustment of the Contract Times. Those costs may include, but are not limited to:

- .1 the cost of the special inspection, testing, or approval;
- .2 the cost of additional special inspections, testing, or approvals to evaluate remedial Work;
- .3 the cost of correcting the Defective Work; and
- .4 all related Owner-incurred fees and charges of contractors, engineers, architects, attorneys, and other professionals.

6.8.1.2 The Contracting Authority may deduct the costs described under **Section 6.8.1.1** from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.8.1.3 If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the special inspection, testing, or approval, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within 7 days after the special inspection, testing, or approval.

6.8.2 If the Contractor is aware of a need for inspection, testing, or approval, or of a need to have any inspection, testing, or approval completed by a particular time to avoid delay, then the Contractor shall timely communicate such information to the A/E and Contracting Authority.

6.8.3 Except as described under **Section 6.8.1**, the Owner shall pay for any inspection, testing, or approval that did not become a requirement until after it awarded the Contract.

6.8.4 The Contractor shall coordinate with and give the A/E, Contracting Authority, and Owner reasonable notice of the anticipated dates of all inspections, testing, or approvals.

6.8.5 Within 5 days after completion of an inspection, testing, or approval, the A/E shall provide an original report/certificate of the inspection, testing, or approval to the Contractor and Contracting Authority with a recommendation for or against acceptance of the results therein.

6.9 Review of Contract Documents and Field Conditions

6.9.1 Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it.

6.9.2 If the Contractor finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, or between any of the Contract Documents and any Applicable Law, the Contractor, before proceeding with the Work, shall promptly submit a Request for Interpretation ("RFI") to the A/E for an interpretation or clarification.

6.9.2.1 Before submitting any RFI to the A/E, the Contractor shall carefully review the Contract Documents to ensure that the Contract Documents do not answer the RFI.

6.9.2.2 The A/E shall respond to an RFI within 3 days of receiving the RFI.

6.9.2.3 Any interpretation or clarification of the Contract Documents made by any Person other than the A/E, or in any manner other than writing, shall not be binding and the Contractor shall not rely upon it.

6.9.2.4 If the Project is administered using the State's web-based project management software, the Contractor shall submit RFIs to the A/E through the "Requests for Interpretation" business process.

6.9.3 If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of clarifications or instructions issued by the A/E in response to a RFI, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within 7 days of receiving the A/E's RFI response.

6.9.4 If the Contractor does not notify the A/E per **Section 6.9.3**, the Contractor will have accepted the RFI response without an adjustment to the Contract Sum or Contract Times.

6.10 Protection of the Project

6.10.1 The Contractor shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Substantial Completion of the Work.

6.10.1.1 The Contractor shall at all times cover or protect the Work.

6.10.1.2 The Contractor, at its expense, shall remove, and replace with new, any Work damaged as a result of the Contractor's failure to provide coverage or protection.

6.10.1.3 The Contractor, at its expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, trees, or turf, damaged during performance of the Work.

6.10.1.4 After the date of Substantial Completion of the Work, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.

6.10.2 The Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish, and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.

6.10.3 The Contractor shall not load or permit any part of the Project to be loaded, in any manner that endangers the Project, or any portion thereof. The Contractor shall not subject any part of the Project or existing or adjacent property to stress or pressure that endangers the Project or property.

6.10.4 The Contractor shall provide all temporary bracing, shoring, and other structural support required for safety of the Project and proper execution of the Work.

6.10.5 Vibration, Noise, and Dust Control.

6.10.5.1 The Contractor shall provide controls/barriers for vibrations, noise, and dust control in occupied buildings as required by the construction operations.

6.10.5.2 The Contractor will not be permitted to exhaust or release unfiltered air, dust, construction debris, or other undesirable products into the exterior atmosphere or into occupied areas of the building outside the Site. The Contracting Authority may limit or stop the Work if the Contractor does not maintain proper air-quality standards.

6.10.5.3 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, Work shall be scheduled for other than normal working hours. The Contractor is cautioned that weekend or overtime work, if required, shall be performed at no additional cost. Permission to work other than standard hours shall be received from the Contracting Authority prior to the occurrence. Weekend and overtime Work shall be reflected in the Construction Progress Schedule.

6.10.5.4 The Contractor is responsible for vibration control and control of transmission of noise arising from the Work. Principal considerations that shall be given to noise and vibration control are:

- .1** Noise control in compliance with Occupational Safety and Health Administration ("OSHA") requirements for the health and safety of building occupants; control shall be for all areas of the facility, including equipment rooms, boiler rooms, and fan rooms.
- .2** Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure.
- .3** Vibration control to provide for maximum usefulness of the facility by keeping levels of vibration within ranges conducive to study and work or other uses for which the facility is designed.

6.11 Materials and Equipment

6.11.1 The Contractor shall provide new materials and equipment of the quality specified in the Contract Documents.

6.11.2 The Contractor shall bring to or store at the Site only the materials and equipment required in the Work. If possible, materials and equipment should be installed in their final positions when brought to the Site.

6.11.2.1 The Contractor shall properly store and protect all materials and equipment it provides to the Project.

6.11.2.2 The Contractor shall timely remove from the Site any materials or equipment no longer required for the Work.

6.11.3 The Contractor shall not allow materials or equipment to damage the Project or adjacent property, nor to endanger any individual at or near the Site.

6.11.4 If the Contractor provides an Acceptable Component, the Contractor shall be solely responsible for the costs of coordination and modification required.

6.11.5 If the Contractor provides approved Substitutions that require changes to the Contract Documents, the Contractor shall be solely responsible for the additional costs incurred as a result, including, but not limited to, changes to the design by the A/E.

6.11.6 The A/E shall consider Requests for Substitutions after the bid opening only when the Contractor can conclusively demonstrate to the A/E the following conditions:

6.11.6.1 the specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions, through no fault of the Contractor or a Subcontractor, are not available; or

6.11.6.2 the specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions will not perform as designed or intended.

6.11.7 The Contractor's incorporation of unapproved Substitutions in the Work shall constitute Defective Work.

6.12 Labor

6.12.1 The Contractor shall maintain a sufficient workforce and enforce good discipline and order among its employees and the employees of its Subcontractors. The Contractor shall not permit employment of

individuals not skilled in tasks assigned to them.

6.12.2 The Contractor shall dismiss from the Project any individual employed by the Contractor, or a Subcontractor, who the Contracting Authority finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

6.12.3 The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, Work stoppage, or other labor disturbance. Informational pickets shall not justify any Work stoppage.

6.13 Safety Precautions

6.13.1 The Contractor shall take reasonable precautions to ensure the safety of individuals on the Project.

6.13.1.1 The Contractor is responsible for designing and implementing its own safety program, including compliance with OSHA regulations. The Contractor's safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the Owner's safety plan (if any).

6.13.2 The Contractor shall pay any fine or cost incurred because of the Contractor's violation, or alleged violation, of Applicable Law.

6.13.3 Before starting any Work, the Contractor shall submit to the Contracting Authority a copy of the Contractor's site-specific safety plan and safety manuals.

6.13.4 The Contractor shall not introduce Hazardous Materials to the Project or burn any fires on the Site.

6.13.4.1 The Contractor shall notify the Project Manager 24 hours before the start of non-routine or non-recurring hot-work. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum. At the beginning of the Project, the Contractor shall inform the Project Manager of its intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices. Similar notice shall be given in regard to the use of flammable liquids, adhesives, and cleaners.

6.13.4.2 The Contractor shall furnish an appropriate number of fire extinguishers (minimum of 1), which shall be within the immediate areas where work is being done at all times. The extinguisher shall be adequate and suitable for the class of fire likely to be caused by the Contractor's operations.

6.13.5 Work Stoppage Due to Hazardous Materials.

6.13.5.1 If the Contractor encounters material the Contractor reasonably believes to be, or contain, a Hazardous Material that has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Contracting Authority and A/E, and within 1 business day deliver written notice of the condition to the Contracting Authority and A/E.

6.13.5.2 The Contracting Authority will promptly determine the necessity of the Owner retaining a qualified environmental consultant to evaluate the suspected Hazardous Material and to issue a related written report. Where appropriate, the Owner will engage a licensed abatement contractor to remove the material or render it harmless as directed.

6.13.5.3 The Contractor shall resume Work in the affected area upon written notice from the A/E that **(1)** the

suspect material was evaluated and found not to be or contain a Hazardous Material, or **(2)** the suspect material has been removed or rendered harmless.

6.13.5.4 If the Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performing the Work in the affected area.

6.13.5.5 The term "rendered harmless" means that the level of exposure is less than any applicable exposure standards set forth in Applicable Law.

6.13.6 Safety Data Sheets.

6.13.6.1 The Contractor shall identify any material it uses at the Site with a Safety Data Sheet ("SDS") meeting the requirements of OSHA's Hazard Communication Standard (formerly known as a Material Safety Data Sheet).

6.13.6.2 The Contractor shall maintain a notebook containing all of its applicable SDSs. This notebook shall be kept at the Site for the duration of the Project.

6.14 Construction Facilities, Utilities, and Equipment

6.14.1 Facilities.

6.14.1.1 The Contractor shall provide and maintain in a clean condition suitable temporary facilities, equipment, services, and enclosed storage for its use at the Site.

6.14.1.2 The Contractor shall provide and maintain in a clean condition:

- .1 suitable facilities, equipment, and services for use by the A/E and Contracting Authority;
- .2 adequate space, equipment, and furnishings to conduct progress meetings, and store approved documents and permits; and
- .3 adequate sanitary facilities for use by all Persons at the Site.

6.14.2 Environmental Controls.

6.14.2.1 The Contractor shall protect its Work and materials from weather and damage from heat, cold, and humidity.

6.14.2.2 Until the permanent HVAC system is complete and available for use:

- .1 the Contractor shall make arrangements and pay for installation and maintenance of temporary heating and ventilating systems; and
- .2 the Contractor shall pay the costs incurred in operating the temporary heating and ventilating systems.

6.14.2.3 When the permanent HVAC system is complete and available for use:

- .1 The Contractor shall start up and maintain operation of the permanent HVAC system, including filters, and promptly remove temporary heating and ventilating systems.
- .2 If the Project consists entirely of new construction, the Contractor shall pay the costs of energy consumed in operating the permanent HVAC system until Substantial Completion.
- .3 If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of energy consumed in operating the permanent HVAC system.

6.14.2.4 From the date of Substantial Completion, the Owner shall pay the cost of operating the permanent HVAC system for the occupied portion of the Project.

6.14.2.5 If the permanent HVAC system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

6.14.3 Water and Drainage.

6.14.3.1 The Contractor shall provide water necessary for the Work until the permanent plumbing system is available for use.

6.14.3.2 The Contractor shall provide temporary drainage and dewatering necessary for the Work and shall employ pumps, trenches, drains, sumps, and other necessary elements required to provide satisfactory working conditions for the protection, execution, and completion of the Project.

6.14.3.3 The Contractor shall make arrangements and pay for installation and maintenance of temporary plumbing systems until the permanent plumbing system is available for use.

6.14.3.4 When the permanent plumbing system is complete and available for use:

- 1** The Contractor shall start up and maintain operation of the permanent plumbing systems, and make arrangements and pay for removal of temporary plumbing systems.
- 2** If the Project consists entirely of new construction, the Contractor shall pay the costs of water consumed and sewerage charges until Substantial Completion.
- 3** If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of water consumed and sewerage charges.

6.14.3.5 From the date of Substantial Completion, the Owner shall pay the costs of water consumed and sewerage charges for the occupied portion of the Project.

6.14.3.6 If the permanent plumbing system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

6.15 Progress Cleaning

6.15.1 The Contractor shall remove all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location at, or near, the Site.

6.15.2 The Contractor shall perform weekly broom cleaning of hard flooring surfaces in the area of the Work.

6.15.3 The Contractor shall remove, once each working day or as appropriate for the Project, all waste materials and rubbish from the disposal location at, or near, the Site.

6.15.4 The Contractor shall remove, as appropriate for the Project or as the A/E or Owner directs, any waste materials or rubbish from areas adjacent to the Project.

6.15.4.1 The Contractor shall dispose of waste materials, rubbish, and construction debris in a lawful manner in approved recycling facilities or landfills.

6.15.5 If the Contractor fails to clean up during the progress of the Work, the Contracting Authority may clean up on behalf of the Contractor and at the Contractor's expense. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Contracting Authority may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractor's expense.

6.15.5.1 The Contracting Authority may deduct the cleaning costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.15.6 The Contractor shall remove excavated material and spoil to a suitable off-site location approved by the Contracting Authority.

6.16 If the Owner designates a location on its property for disposal or storage of clean topsoil and/or subsoil in the Contract Documents, the Contractor shall remove such materials to the designated location. Use of Premises

6.17 Interruption of Existing Services

6.17.1 Whenever it becomes necessary to interrupt existing services in use by the Owner or its tenants, including but not limited to sewer, water, gas, and steam lines, electric, telephone, and cable service, the Contractor shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Contracting Authority.

6.17.2 Before beginning that Work, the Contractor shall apply in writing to, and receive approval in writing from, the Owner, through the A/E, to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner and its tenants.

6.18 Explosives and Blasting

6.18.1 The Contractor shall not conduct blasting on, or bring explosives to, the Site without the prior written approval of the Contracting Authority, Owner, and other authorities with jurisdiction.

6.18.2 The Contractor shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

6.18.2.1 The Contractor shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations. Immediately upon request, the Contractor shall deliver evidence of that insurance to the Contracting Authority.

6.19 Action Submittals

6.19.1 Submittal Description. Shop Drawings, Product Data, Samples, and other submittals for the A/E's review and action shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Contract Documents, unless waived by the A/E, and include, but are not limited to:

6.19.1.1 construction of the various parts, method of joinery, type of materials, grade, quality and thickness of materials, alloy of materials, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, and type and grade of finish;

6.19.1.2 capacities, types of materials and performance charts that are pertinent to the materials, and performance charts that are pertinent to the equipment item; and

6.19.1.3 wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement, and specifications.

6.19.2 Form of Submittals. The Contractor shall provide a transmittal letter, review and stamp its approval, and transmit the submittals to the A/E in accordance with the submittal schedule established by the A/E and Contractor.

6.19.2.1 The Contractor shall submit a minimum of 1 reproducible and 3 copies of Shop Drawings, and a minimum of 4 copies of any other submittal, except when using the State's web-based project management software under **Section 6.20.2.4**.

6.19.2.2 The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to communicate to the A/E the materials and equipment that the Contractor proposes to provide.

6.19.2.3 Each Sample shall be identified clearly as to materials, supplier, pertinent data as catalog numbers, the intended use, and other uses as the A/E may require enabling the A/E to review the submittal.

6.19.2.4 If the Project is administered using the State's web-based project management software, the Contractor shall submit electronic files of its submittals for review, using the "Submittals" business process.

6.19.3 Variation from Contract Documents. If the submittals show variations from the requirements of the Contract Documents, the Contractor shall specifically and clearly identify the variations in its letter of transmittal.

6.19.3.1 Variations that may affect the construction quality, cost or timeline shall be submitted by the A/E to the Contracting Authority for review, and if approved, shall be incorporated into the Work by Change Order.

6.19.3.2 The Contractor shall not be relieved of responsibility for deviations from the Contract Documents by the A/E's approval of submittals.

6.19.3.3 Submittals are not Contract Documents. In the event of conflicts between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work.

6.19.4 Contractor's Submittal Review. The Contractor shall review, and stamp "approved" all submittals before forwarding them to the A/E. If it is apparent to the A/E that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the A/E may reject the submittals.

6.19.4.1 The Contractor shall field verify conditions as necessary and make corrections of dimensions, locations of various items, encroachments of work of Separate Contractors, or variations from the requirements of the Contract Documents.

6.19.4.2 If required by the Contract Documents or Applicable Law, the Contractor shall have Shop Drawings or other submittals prepared by Persons possessing expertise and experience in an appropriate trade or profession or by a registered architect, professional engineer, or other professional.

6.19.4.3 By approving and submitting submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related to the associated Work, or shall do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.

6.19.5 A/E's Submittal Review. The A/E shall review submittals for conformity with design intent within 14 days of receiving them or in accordance with the approved submittal schedule, or other period as mutually agreed by the A/E and Contractor. The A/E's review of submittals is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.

6.19.5.1 The Contractor shall make corrections required by the A/E and resubmit the required number of corrected copies of submittals until approved, which resubmission shall be acted upon by the A/E within 14 days of receiving them, or other period mutually agreed by the A/E and Contractor.

6.19.5.2 When resubmitting corrected submittals, the Contractor shall direct the A/E's attention to revisions made by noting revisions on the resubmittal.

6.19.5.3 The Contractor shall pay all reasonable costs of the A/E, Owner, and Contracting Authority for attendant delay, interference, hindrance, or disruption of the Project due to excessive resubmittals without fault of the A/E, the Owner, or Contracting Authority. Resubmittals in excess of 2 without fault of the A/E, Owner, or Contracting Authority may be determined excessive by the Contracting Authority.

6.19.5.4 The A/E may hold Samples and other submittals used to coordinate finishes, colors, patterns, textures, or other characteristics until submittals for adjacent materials are available. The A/E shall issue a written notice to the Contractor stating that the submittal is being held, within 7 days of receiving it.

6.19.5.5 If coordinating submittals are not received within the period required for action on previously received submittals that are held in accordance with **Section 6.20.5.4**, review of the previously received submittals may be delayed.

6.19.5.6 The A/E's review shall not extend to means, methods, manners, techniques, sequences, or procedures of construction, or to safety precautions or incident programs.

6.19.5.7 The review and approval of a separate item shall not indicate approval of the assembly in which the item functions.

6.19.6 Risk of Nonpayment. The Contractor shall not commence any portion of the Work requiring Shop Drawings, Product Data, Samples, or other submittals until the submittal has been approved by the A/E. If the Contractor starts Work before the A/E's final approval of the submittal, the Contractor does so at its own risk that payment may not be approved by the Contracting Authority or made by the Owner for the related Work.

6.19.7 Equipment Statement. Shop Drawings on equipment shall include the following written statement from the manufacturer of the equipment:

6.19.7.1 "This equipment submitted for approval shall perform as specified when installed in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories as flues, breechings, piping, controls, and equipment not furnished by this manufacturer, but required as an accessory or supplement to this equipment, providing that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents."

.1 The Contractor will be deemed to have included the above statement as required even if the associated Shop Drawing does not actually contain the statement.

6.19.7.2 This equipment statement shall not be required for Samples, Product Data, and other standard submittals that are not created specifically for this Project.

6.19.8 Domestic Steel Certifications. The Contractor shall include the following written certifications on the front cover or initial sheet of each structural steel fabrication Shop Drawing, signed and dated prior to fabrication:

6.19.8.1 "Steel Fabricator Certification: The steel fabricator identified below certifies that for this project all load-bearing structural steel has been fabricated or produced, to the best of its knowledge, only from steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the steel fabricator hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99." This certification shall be followed by the name of the fabrication company, name of the company official signing the certification, the signature of that company official, and the date of that signature.

- .1 The Contractor will be deemed to have included the above certification as required even if the associated Shop Drawing does not actually contain the certification.

6.19.8.2 “Contractor Certification: The contractor identified below certifies that it has required as a condition of purchase, that for this project all load-bearing structural steel shall be fabricated and produced using, to the best of its knowledge, only steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the contractor hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99.” This certification shall be followed by the name of the Contractor company, name of the company official signing the certification, the signature of that company official, and the date of that signature.

- .1 The Contractor will be deemed to have included the above certification as required even if the associated Shop Drawing does not actually contain the certification.

6.20 Warranty

6.20.1 The Contractor warrants to the Contracting Authority and Owner that all materials and equipment furnished under the Contract shall be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to those requirements, including Substitutions not properly approved and authorized, may be considered Defective Work. If required by the A/E, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.20.1.1 If the Contractor or a Subcontractor recommends a particular product, material, system, or item of equipment for incorporation into the Project and the Owner accepts that recommendation, the above warranty includes a warranty from the Contractor to the Owner that the recommended product, material, system, or item of equipment is fit and appropriate for the associated purpose.

6.21 Uncovering the Work

6.21.1 If the Contractor covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Contracting Authority or A/E, the Contractor shall, if the Contracting Authority or A/E requests in writing, uncover that Work for observation, correct it if not in conformity with the Contract Documents, and recover it at the Contractor’s expense without adjustment of the Contract Times.

6.21.2 If the Contractor covers Work in accordance with the Contract Documents and not contrary to a request from the A/E or Contracting Authority for an opportunity to observe the Work prior to covering, the Contractor shall, if the A/E requests in writing, uncover that Work.

6.21.2.1 If the uncovered Work is Defective Work, the Contractor shall pay the costs of uncovering, correcting, and recovering the Work and shall not be entitled to an adjustment of the Contract Times.

6.21.2.2 If the uncovered Work is not Defective Work and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the uncovering and recovering of the Work, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within 7 days after the Contracting Authority or A/E observes the uncovered Work.

6.22 Correction of the Work

6.22.1 Before Substantial Completion.

6.22.1.1 If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Contracting Authority or A/E may issue a written notice to the Contractor and Contractor’s Surety directing the Contractor to correct the Defective Work or recover schedule deficiencies. Unless otherwise specified in that written notice, the Contractor shall begin to correct the Defective Work and recover the schedule deficiencies within no more than three days after the Contracting Authority issues the written notice (“72- Hour Notice”).

6.22.1.2 If the Contractor fails to promptly commence and diligently pursue correction of Defective Work or recovery of schedule deficiencies required under **Section 6.23.1.1**, the Owner may correct the Defective Work or take action to recover schedule deficiencies without giving further notice to the Contractor or Contractor’s Surety.

6.22.2 After Substantial Completion.

6.22.2.1 In addition to the Contractor’s other obligations under the Contract Documents, if any of the Work is found to be Defective Work after Substantial Completion, the Contractor shall correct it promptly after receipt

of written notice from the A/E, Contracting Authority, or Owner to do so, unless the Contracting Authority and Owner have previously acknowledged and accepted the Defective Work in writing. The A/E, Contracting Authority, or Owner may send a copy of the written notice to the Contractor's Surety, but are not obligated to do so.

6.22.2.2 During the Correction Period. If the Contracting Authority or Owner issues a notice under **Section 6.23.2.1** during the Correction Period, the Owner may correct the Defective Work itself without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 7 days after the Contracting Authority or Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.23.2.3 The Correction Period:

- 1** commences on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy;
- 2** relates only to the Contractor's specific obligation and opportunity to correct the Work during the Correction Period;
- 3** does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents;
- 4** has no relationship to the time within which the State or Owner may seek to enforce the Contract;
- 5** does not establish a period of limitation within respect to the commencement of litigation to establish the Contractor's liability under the Contract or otherwise; and
- 6** shall not be extended by corrective Work performed by the Contractor under this **Section 6.23.2**.

6.23.2.4 After the Correction Period. If the Owner issues notice under **Section 6.23.2.1** after expiration of the Correction Period, the Owner may correct the Defective Work without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 14 days after the Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.23.3 Emergency Correction of Defective Work.

6.23.3.1 Notwithstanding any other provision of the Contract to the contrary, if in the Contracting Authority or Owner's opinion the Defective Work presents a threat of imminent harm or danger to people, property, or the environment, the Contracting Authority or Owner may order the Contractor to immediately correct Defective Work or the Owner may correct the Defective Work itself without any prior notice to the Contractor or Contractor's Surety.

6.23.4 Responsibility for Costs of Correction.

6.23.4.1 The Contractor shall pay all of the costs and damages associated with the correction of Defective Work and the recovery of schedule deficiencies under this **Section 6.23**. Those costs and damages may include, but are not limited to, the related fees and charges of contractors, engineers, architects, attorneys, and other professionals; and the cost of correcting or replacing adjacent work. The Contracting Authority may deduct those costs and damages from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.24 Acceptance of Defective Work

6.24.1 The Owner may accept any Defective Work instead of requiring its removal or correction, in which case the Contract Sum must be equitably reduced as described under **Article 7**.

6.24.1.1 The Owner may only accept Defective Work though a deduct Change Order that makes explicit reference to this **Section 6.24**.

6.24.2 None of the following will constitute **(1)** acceptance of Defective Work, **(2)** a release of the Contractor's obligation to perform the Work in accordance with the Contract, or **(3)** a waiver of any rights set forth in the Contract or otherwise provided by Applicable Law:

- 6.24.2.1** observations or inspections by the Owner, Contracting Authority, or A/E;
- 6.24.2.2** the making of any payment;
- 6.24.2.3** Substantial Completion or the issuance of a Certificate of Substantial Completion;

- 6.24.2.4** Partial Occupancy and the Owner's use or occupancy of the Work or any part of it;
- 6.24.2.5** Contract Completion or the issuance of a partial or final Certificate of Contract Completion;
- 6.24.2.6** any review or approval of a submittal;
- 6.24.2.7** any inspection, test, or approval by other Persons; or
- 6.24.2.8** any correction of Defective Work by the Owner.

6.25 Project Document Maintenance and Submittal

6.25.1 During Construction.

6.25.1.1 The Contractor shall maintain in good order at a secure location on the Site:

- .1** a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; warranties; RFIs and responses thereto; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines; and
- .2** a set of Drawings and Specifications, approved in accordance with **Section 5.2.1.1**, and the records required by **Section 6.2.17**.

6.25.1.2 Before submitting each Contractor Payment Request, the Contractor shall record all changes on the Contract Documents, neatly in a contrasting color, noting new information not shown on the original Contract Documents. Failure to record all changes may cause payment to be withheld or delayed by the Contracting Authority.

6.25.1.3 The Contractor shall keep a record of changes made to the Specifications, noting particularly any approved variation from manufacturer's installation instructions and recommendations.

6.25.1.4 If the Contractor uses Shop Drawings to indicate as-built conditions, the Contractor shall cross-reference the Shop Drawing sheet numbers to the corresponding sheet numbers on the Contract Documents. The Contractor shall note related numbers where applicable.

6.25.1.5 The Contractor shall at all times permit access to the documents described in this **Section 6.25.1** to authorized representatives of the State, local authorities having jurisdiction, Contracting Authority, Owner, and A/E.

6.25.2 Before Contract Completion.

6.25.2.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to the A/E.

6.25.2.2 The Contractor's As-Built Documents submission shall include, but is not limited to:

- .1** Certificate of Occupancy;
- .2** inspection certificates for pressure piping, elevator, boiler, electrical, plumbing or piping purification, etc.;
- .3** Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;
- .4** Operation and Maintenance Manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;
- .5** neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;
- .6** detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;
- .7** assignment to the Owner of all warranties and guarantees, including the most-recent address and telephone number of any Subcontractors or manufacturers;
- .8** an affidavit to certify that all Subcontractors have been paid in full for all Work performed or materials furnished for the Project;
- .9** final certified payroll reports; and
- .10** an affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have

complied with all requirements of ORC Chapter 4115.

6.25.2.3 By submitting the As-Built Documents to the A/E, the Contractor certifies that its As-Built Documents are complete, correct, and accurate.

6.25.3 Record Documents.

6.25.3.1 The A/E shall revise the original Contract Documents and related electronic files with the information contained on the As-Built Documents. The A/E shall label the revised original Contract Documents and related electronic files as "Record Documents" and reflect the date of the A/E's incorporation of the As-Built Documents.

6.25.3.2 The Owner may thereafter use the Record Documents for any purpose relating to the Project including, but not limited to, additions to or completion of the Project.

6.26 Final Cleaning

6.26.1 Before requesting the Substantial Completion inspection of the Work, the Contractor shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.26.2 If the Contractor performs any Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.26.3 Final cleaning shall be done to the reasonable satisfaction of the A/E and Contracting Authority.

6.27 Substantial Completion

6.27.1 Contractor's Punch List.

6.27.1.1 When the Contractor considers the Work, or a designated portion thereof, Substantially Complete the Contractor shall inspect the Work and prepare a list of Defective Work and incomplete or unacceptable Work ("Contractor's Punch List"). The Contractor shall list all items of Work not in compliance with the Contract Documents, including items the Contractor is requesting to be deferred.

- 1** The Contractor shall proceed to correct all items listed on the Contractor's Punch List and certify that the incomplete items listed on the Contractor's Punch List are to its knowledge an accurate and complete list by signing the Contractor's Punch List.
- 2** The Contractor's failure to include an item on the Contractor's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.
- 3** The Contractor shall submit the signed Contractor's Punch List to the A/E, together with a request for the Substantial Completion inspection of the Work.

6.27.1.2 If the Project is administered using the State's web-based project management software, the Contractor shall submit the Contractor's Punch List, using the "Punch List" business process.

6.27.2 Substantial Completion Inspection.

6.27.2.1 Within 3 business days after receipt of the request for the Substantial Completion inspection of the Work, the A/E shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

- 1** Within 7 days after its acceptance of the Contractor's request, the A/E shall conduct the Substantial Completion inspection to determine whether the Work, or designated portion, is in conformity with the Contract Documents and Substantially Complete. The A/E shall notify the Contractor, Contracting Authority, and Owner of the scheduled time of the inspection.
- 2** If the A/E determines that the Work is Substantially Complete, within 3 business days after the Substantial Completion inspection, the A/E shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work ("A/E's Punch List"). The A/E's Punch List shall include **(1)** the items on the Contractor's Punch List that are not yet completed or corrected as of the date of the Substantial Completion inspection, and **(2)** comments from the Contracting Authority and Owner.
- 3** The A/E shall submit the Certificate of Substantial Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance and consent of the Contractor's Surety, and subject to the Owner's right to withhold payment, the Owner shall release retainage as described under **Section 9.7.2.**
- 4** The A/E's failure to include an item on the A/E's Punch List shall not alter the Contractor's

responsibility to complete the Work in accordance with the Contract Documents.

- 5 If the A/E accepts the request and subsequently determines that the Work is not Substantially Complete, the A/E may request compensation for expenses related to excessive Punch List activities. The Contracting Authority may deduct that additional compensation to the A/E from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.27.3 Completion of Punch List Items.

6.27.3.1 Within 30 days after the date of Substantial Completion and before the date of Final Contract Completion, the Contractor shall complete all items on the A/E's Punch List. After completing all items on the A/E's Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the A/E.

- .1 If Work on the A/E's Punch List cannot be timely completed, the Contractor shall justify in writing to the reasonable satisfaction of the Contracting Authority and A/E, the reasons the items cannot be completed, and the Contractor may propose, for the Contracting Authority and A/E's approval, a time when the Contractor shall complete those items.
- .2 Within 3 business days after receipt of the request for the Final Inspection of the Work, the A/E shall complete a Final Inspection of the Work for compliance with the Contract Documents.
- .3 If multiple inspections of items on the A/E's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall pay any additional costs incurred by the A/E, Owner, and Contracting Authority resulting from any attendant delay. The Contracting Authority may deduct those additional costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.27.3.2 If the Project is administered using the State's web-based project management software, the Contractor shall receive the A/E's Punch List and submit its written request for Final Inspection of the Work, using the "Punch List" business process.

6.28 Contract Completion

6.28.1 Partial Contract Completion.

6.28.1.1 When items of Work cannot be completed until a subsequent date, the A/E shall prepare a partial Certificate of Contract Completion that shall include a detailed list of the deferred Work and the date(s) by which the Contractor will complete that Work.

6.28.1.2 The A/E shall submit the partial Certificate of Contract Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance of the partial Certificate of Contract Completion and consent of the Contractor's Surety, the Contracting Authority may release payment to the Contractor, as determined in the sole discretion of the Contracting Authority.

6.28.2 Final Contract Completion.

6.28.2.1 When all items on the A/E's Punch List have been completed to the satisfaction of the A/E, all requirements of the Contract Documents have been completed, and the provisions of **Sections 6.25** through **6.29** have been fulfilled, the A/E shall prepare and recommend execution of a final Certificate of Contract Completion.

6.28.2.2 The date that the Contracting Authority executes the final Certificate of Contract Completion is the date of Contract Completion.

ARTICLE 7 - MODIFICATIONS

7.1 General

7.1.1 Changes in the Work.

7.1.1.1 The Contracting Authority may order changes in the Work without invalidating the Contract. Subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents, a change in the Work may be accomplished by a Change Order, Change Directive, or order for a minor change in the Work.

- .1 The Contractor shall proportionately increase the amount of the Bond whenever the

Contract Sum is increased.

- 2 If notice of any change affecting the Contract is required by the provision of any Bond, notice is the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

7.1.1.2 The Contractor shall not proceed with any change in the Work without the Contracting Authority's prior written authorization except as provided under **Sections 1.10** and **7.5**.

7.1.1.3 Except as provided in **Section 1.10**, the Contractor's failure to obtain prior written authorization for a change in the Work constitutes a waiver by the Contractor of an adjustment to the Contract Sum or Contract Times, or both, for the related Work.

7.1.1.4 The Contractor shall perform all changes in the Work under the applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the change unless otherwise provided in the Change Order, Change Directive, or order for a minor change in the Work.

7.1.2 Paperwork Consolidation.

7.1.2.1 Related Modifications, with the same or similar justification (e.g., Owner Request or field resolution), may be consolidated into the same Change Order.

7.1.2.2 Add and deduct Modifications, with the same or similar justification, may be included on the same Change Order.

7.1.2.3 Modifications resulting from errors or omissions shall not be combined with other modifications for which the A/E will receive a fee.

7.1.3 Modification Numbering.

7.1.3.1 The A/E shall assign a number to each Modification, which shall uniquely identify it.

7.1.3.2 The A/E shall not duplicate or reuse any number throughout the Project or reuse assigned numbers for Proposal Requests that are initiated but cancelled in process.

7.1.3.3 The number for each Change Order shall be coordinated with any associated Proposal Request or Change Directive.

7.1.4 Modification Log.

7.1.4.1 The A/E shall create and maintain a Modification Log for the Project, which shall contain the following minimum information:

- .1 number of the Modification;
- .2 a brief description of the Modification;
- .3 cost of the Modification;
- .4 schedule impact of the Modification; and
- .5 dates sent to, and received from, the parties.

7.1.5 Reconciliation of Unit Price Items.

7.1.5.1 The Contracting Authority may increase, decrease, or delete entirely the scheduled quantities of Work to be performed and materials to be furnished by Change Order.

7.1.5.2 The A/E shall issue a Change Order to reconcile the difference between the scheduled and actual quantities of Work performed and materials furnished.

7.1.5.3 If the actual quantity of a Unit Price item differs from the scheduled quantity by 20 percent or more, so that application of the Unit Price to the quantities of Work proposed would create an undue hardship on either the Owner or Contractor, the A/E shall issue a Proposal Request and subsequent Change Order to adjust the Unit Price.

- .1 If a Unit Price is adjusted as described under **Section 7.1.5.3**, the new Unit Price will only apply to the units of Work performed that are **(1)** less than the 20 percent threshold if the Unit Price is changed on account of an over-estimation of the scheduled quantity of a Unit Price item involved in the Work or **(2)** in excess of the 20 percent threshold if the Unit Price is changed on account of an under-estimation of the scheduled quantity of a Unit Price item involved in the Work.

7.1.5.4 If the actual quantity of a Unit Price item exceeds the scheduled quantity by 20 percent or more, the Contractor shall immediately notify the A/E, who shall issue a Change Directive and subsequent Change Order to authorize an adjustment in the scheduled quantity.

7.2 Change Order Procedure

7.2.1 A Change Order is a written instrument prepared by the A/E and executed by the Contracting Authority and Contractor, stating their agreement upon all of the following:

7.2.1.1 a change in the Work;

7.2.1.2 the amount of the adjustment of the Contract Sum, if any; and

7.2.1.3 the extent of the adjustment of the Contract Times, if any.

7.2.2 Except with the Contracting Authority's written consent as explicitly provided under **Section 7.4.8**, the Contractor is not entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Times, or both, after the Contractor signs the Change Order. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described in **Section 7.2.1** are completely satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Times, or both, at a later date with respect to the associated change in the Work including without limitation on account of the "cumulative impact" of the associated change in the Work in combination with one or more other changes in the Work.

7.2.3 The A/E shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

7.2.4 If the Contractor is in agreement with the Change Order under **Section 7.2.1**, the Contractor shall sign and return the Change Order to the A/E within 3 days after receiving it.

7.2.4.1 If the Project is administered using the State's web-based project management software, the Contractor shall indicate its agreement with the Change Order using the "Change Order" or "Contract Modifications" business process.

7.2.5 When the A/E receives the Change Order signed by the Contractor, the A/E will recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

7.2.6 When the Owner receives the Change Order, the Owner may sign the form accepting the Change Order, attach certification of funding, and transmit the Change Order to the Contracting Authority; or, if the Owner does not accept the Change Order, the Owner will reject and return it to the A/E.

7.2.7 When the Contracting Authority receives the Change Order, the Contracting Authority may sign the form approving the Change Order, and transmit the fully executed Change Order to all signers; or, if the Contracting Authority does not accept the Change Order, the Contracting Authority will reject and return it to the A/E.

7.2.8 When the Change Order is signed by the Contractor, A/E, Owner, and Contracting Authority, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in the Work.

7.3 Initiation of Change Orders

7.3.1 Proposal Request.

7.3.1.1 The A/E shall prepare and issue a Proposal Request to the Contractor to obtain the Contractor's Proposal for the adjustment of the Contract Sum or the Contract Times, or both, associated with a contemplated Modification.

- .1** In any Proposal for an adjustment of the Contract Sum, the Contractor shall specifically identify the items set forth in **Section 7.7**.
- .2** In any Proposal for an adjustment of the Contract Times, the Contractor shall specifically identify the items set forth in **Section 7.8**.
- .3** The Contractor's cost of preparing and providing Proposals is included in the Contract Sum.

7.3.1.2 The Contractor shall respond with a Proposal to the A/E and Contracting Authority within 14 days after receiving the Proposal Request. The allowable time for the Contractor's response may be extended by written agreement of the Contractor and A/E.

7.3.1.3 The Contractor shall hold the Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and Contracting Authority. The time limits described under this **Section 7.3.1.3** apply only to Proposals submitted in response to a Proposal Request.

7.3.1.4 A Proposal may be accepted by the Contracting Authority only through a Change Order. A Proposal Request does not authorize the Contractor to proceed with a change in the Work.

7.3.1.5 If the Contractor does not timely submit a Proposal within the time required in **Section 7.3.1.2**, the Contractor waives its right to an adjustment to the Contract Sum or Contract Times, or both, associated with the contemplated change in the Work.

7.3.1.6 If the Project is administered using the State's web-based project management software, the Contractor shall respond to a Proposal Request issued by the A/E with its Proposal using the "Change Order" or "Contract Modifications" business process.

7.3.2 Request for Change Order.

7.3.2.1 The Contractor may initiate a change in the Work by submitting written notice to the A/E accompanied by a Proposal meeting the requirements of **Section 7.3.1**.

7.3.2.2 If the Project is administered using the State's web-based project management software, the Contractor shall initiate its Request for Change Order using the "Change Order" or "Contract Modifications" business process with the "Request for Change Order" workflow.

7.4 Change Directives

7.4.1 A Change Directive is a written order prepared by the A/E and executed by the Contracting Authority directing a change in the Work and may, if necessary:

7.4.1.1 state a proposed basis for adjustment, if any, in the Contract Sum or Contract Times, or both; or

7.4.1.2 limit the scope of the change in the Work on a time and materials basis, not to exceed a fixed adjustment of the Contract Sum.

7.4.2 If a change in the Work must start immediately to avoid an imminent impact to the schedule of the Project, the A/E may prepare a Change Directive for the Contracting Authority's and the Owner's signatures pursuant to **Section 7.4.1**, authorizing the Contractor to proceed.

7.4.3 A Change Directive shall be used to direct a change in the Work in the absence of total agreement on the terms of a Change Order.

7.4.3.1 For the purposes of clarity, the Contract refers to a Change Directive as if it is only to be used in the absence of total agreement on the terms of a Change Order concerning the associated change of the Work. A Change Directive may also be used in the absence of agreement as to whether the subject of the Change Directive actually constitutes a change in the Work; such as the situation described under **Section 7.5.3**.

7.4.4 Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work involved.

7.4.5 The Contractor may sign the Change Directive to accept the proposed basis for adjustment, if any, of the Contract Sum or Contract Times, or both. Thereafter, the A/E shall prepare, and the A/E, Contracting Authority, Owner, and Contractor shall promptly execute an associated Change Order as described under **Section 7.2**.

7.4.6 Within 14 days after receiving the Change Directive, the Contractor shall respond with a Proposal meeting the requirements of **Section 7.3.1** to the A/E and Contracting Authority for adjustment of the Contract Sum or Contract Times, or both, on account of the change, unless the Change Directive is performed on a time and materials basis under **Section 7.4.1.2**. If the Change Directive is performed on a time and materials basis, the Contractor shall submit its Proposal within 7 days after completing the Work.

7.4.6.1 The Proposal for the adjustment of the Contract Sum, if any, shall include: (1) written documentation as described under **Section 7.7**; and (2) a written statement from the Contractor that the proposed adjustment is the entire adjustment in the Contract Sum associated with the change.

7.4.6.2 The Proposal for the change in the Contract Times, if any, shall include: (1) written documentation as described under **Section 7.8**; and (2) a written statement from the Contractor that the proposed adjustment is the entire adjustment of the Contract Times associated with the change.

7.4.7 If the Contractor does not respond to a Change Directive as required under **Section 7.4.5** or **Section 7.4.6**, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within 10 days of the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

7.4.8 Pending final determination of the total adjustment of the Contract Times on account of a Change

Directive, the period of time not in dispute for that change in the Work may be included in the Construction Progress Schedule accompanied by a Change Order indicating the parties' agreement with part or all of the time adjustment.

7.4.9 If the Contracting Authority, Owner, and Contractor agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive, the A/E shall prepare an appropriate Change Order within 7 days after receiving the Contractor's Proposal. The A/E, Contracting Authority, Owner, and Contractor shall promptly sign the Change Order as described under **Section 7.2**.

7.4.10 If the Contracting Authority, Owner, and Contractor do not agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive within 60 days after the Change Directive is issued, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within 10 days of the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

7.4.11 If the Project is administered using the State's web-based project management software, the Contractor shall respond to a Change Directive issued by the A/E with its Proposal using the "Change Order" or "Contract Modifications" business process.

7.5 Minor Changes in the Work

7.5.1 The A/E may order minor changes in the Work not involving adjustment of the Contract Sum or extension of the Contract Times and not inconsistent with the intent of the Contract Documents. Those changes shall be affected by written order issued to the Contractor.

7.5.2 The Contractor shall promptly carry out each order for a minor change in the Work if the Contractor agrees that the order does not involve adjustment of the Contract Sum or Contract Times, or both.

7.5.3 If the Contractor reasonably believes that it would be entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of an order for a minor change in the Work, the Contractor, within 3 business days after receiving the order, shall give the Contracting Authority and A/E written notice of the Contractor's position, and not proceed with the subject Work without first receiving a Change Directive or Change Order related to it.

7.5.4 The Contractor waives its right to an adjustment of the Contract Sum or Contract Times on account of an order for a minor change in the Work by:

7.5.4.1 starting the Work that is the subject of the order for a minor change in the Work; or

7.5.4.2 failing to give the notice described under **Section 7.5.3** within 3 business days after receiving the order for a minor change in the Work.

7.5.5 If the Project is administered using the State's web-based project management software, the order for a minor change in the Work shall be documented through the "Action Items" business process.

7.6 Differing Site Conditions

7.6.1 If the Contractor encounters a Differing Site Condition, the Contractor shall stop Work on that Differing Site Condition and give immediate written notice of the condition to the A/E and Contracting Authority.

7.6.1.1 The Contractor's failure to give notice of the Differing Site Condition as required under this **Section 7.6.1** shall constitute an irrevocable waiver of any associated Claim.

7.6.1.2 The written notice of a Differing Site Condition under this **Section 7.6.1** shall be required before the notice of Claim under **Article 8**.

7.6.2 Promptly after receiving notice from the Contractor under **Section 7.6.1**, the A/E shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The A/E shall give written notice of its determination to the Contracting Authority and Contractor within 10 days after completing the investigation. If the A/E determines that the Contractor has encountered a Differing Site Condition and the Contracting Authority agrees with the A/E's determination, the A/E shall process an appropriate Change Order.

7.6.3 If the A/E determines that the Contractor has encountered a Differing Site Condition, but the Contracting Authority disagrees with the A/E's determination, the A/E shall process an appropriate Change Directive

through which the Contracting Authority may convey its disagreement with the A/E's determination.

- 7.6.4 If the A/E determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor must initiate a Claim under **Article 8** within 10 days of the date that the A/E issues its determination.

7.7 Change Order Cost or Credit Determination

7.7.1 General.

7.7.1.1 The maximum cost or credit resulting from a change in the Work shall be determined as described below.

- .1 Proposals shall include the information required by **Section 7.7.1.4.**
- .2 A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order.
- .3 The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.

7.7.1.2 The Contractor shall not assign any portion of the Work to another Person whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.

7.7.1.3 The Contracting Authority may require notarized invoices for material costs and may audit the records of the Contractor and Subcontractors.

7.7.1.4 For each change in the Work, the Contractor shall furnish a detailed Proposal itemized on the **Proposal Worksheet Summary Form (Contractor)** published by the Ohio Facilities Construction Commission through which the Contractor shall document the related changes in the Contract Sum as described under

Section 7.7.2. Any Subcontractor pricing shall be itemized on the appropriate **Proposal Worksheet Summary Form.**

7.7.1.5 **Section 7.7.2** establishes the exclusive and maximum amount that the Owner shall pay for any Change Order, including, but not limited to, all amounts for interference with, delay, hindrance, disruption, or impact of the Work ("Pricing Criteria"). These Pricing Criteria also govern the value of deduct Change Orders and the Contractor's entitlement to additional compensation or damages through the Claims and dispute resolution processes on account of changes in the Work. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed in **Section 7.7.2.**

7.7.2 Pricing Criteria.

7.7.2.1 **Contractor Personnel Costs:** The Contractor's on-Site management (including supervision and administrative personnel) not subject to prevailing wage under ORC Chapter 4115. These costs will be calculated on an hourly basis according to the rates acceptable to the Contracting Authority.

- .1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of Contractor Personnel Costs unless the Contractor actually incurs additional Contractor Personnel Costs solely on account of the associated change in the Work.
- .2 Under no conditions will the increase under this **Section 7.7.2.1** exceed those additional Contractor Personnel Costs the Contractor actually incurs.

7.7.2.2 **Labor:** Field labor directly involved in the Work based upon the actual rate of pay to the worker. If the Project is subject to payment of prevailing wage rates, field labor shall be paid according to the relevant classification of labor as established in the applicable prevailing wage determination for the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.

- .1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of labor costs unless the Contractor actually incurs additional labor costs solely on account of the associated change in the Work.
- .2 Under no conditions will the increase under this **Section 7.7.2.2** exceed those additional labor costs the Contractor actually incurs.
- .3 The cost for supervision above the level of working forepersons (such as general forepersons, superintendent, project manager, etc.) is included in the adjustment under **Section 7.7.2.1** for the Contractor and under **Section 7.7.2.10** for Subcontractors.

7.7.2.3 **Fringes:** Fringe benefit credit for labor provided under **Section 7.7.2.2** is only allowable for prevailing wage fringe benefits pursuant to ORC Chapter 4115, including, but not limited to, Health and Welfare, vacation, apprenticeship training, and certain types of pension plans. The parties shall defer to the Ohio

Department of Commerce's policy on which benefits are granted fringe benefit credit. Each fringe benefit for which credit is requested shall be calculated on an hourly basis and listed as a separate line item. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification, including labor provided by Subcontractors.

7.7.2.4 Allowable Payroll Expenses: Allowable payroll expenses for labor provided under **Section 7.7.2.2** including payroll taxes as well as other benefits that are required by Applicable Law, such as federal and state Unemployment and Workers' Compensation shall each be a separate line item and shall not be credited for compliance with ORC Chapter 4115.

7.7.2.5 Equipment Rentals: All charges for certain non-owned heavy or specialized equipment at up to 100 percent of the documented rental cost. No rental charges shall be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance and weather delays shall not be allowed. The contractor shall submit copies of actual paid invoices to substantiate rental costs.

7.7.2.6 Owned Equipment: All charges for certain heavy or specialized equipment owned by the Contractor or Subcontractor performing the Work at up to 100 percent of the cost listed by the current edition of the Associated Equipment Distributors' *AED Green Book* heavy equipment rental rates. No recovery shall be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the Work shall be the basis for the pricing. Downtime due to repairs, maintenance, and weather delays shall not be allowed.

7.7.2.7 Trucking: A reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment. Charges for use of a pick-up truck shall not be allowed.

7.7.2.8 Materials: The actual cost (including all discounts, rebates or related credits) of all materials incorporated into the changed Work. Documentation shall show costs, quantities, or Unit Prices of all items, as appropriate.

- .1 The cost or credit for reusable materials (e.g., concrete form lumber, shoring, or temporary enclosures) shall be limited to 33 percent of the material cost for each use.

7.7.2.9 Contractor's General Conditions Costs: The Contractor's General Conditions Costs to the extent attributable to an associated change in the Contract Time for achievement of Substantial Completion resulting from the change in the Work.

- .1 In no event shall the Contract Sum adjustment per day of Contract Time adjustment exceed an amount equal to (1) the sum of the General Conditions Costs line items in the Contractor's Schedule of Values approved by the Contracting Authority, (2) divided by the total number of days of the original Contract Time for achievement of Substantial Completion.
- .2 The Contractor shall (1) exclude the Bond premium from the Schedule of Values for the purposes of the calculation under **Section 7.7.2.9.1**, and (2) include the actual adjustment of the Bond premium attributable to an associated change in the Contract Sum.
- .3 If the Contractor purchases the builder's risk insurance for the Project, the Contractor shall (1) exclude the builder's risk insurance premium from the Schedule of Values for the purposes of the calculation under **Section 7.7.2.9.1**, and (2) include the actual adjustment of the builder's risk insurance premium attributable to an associated change in the Contract Sum.

7.7.2.10 Subcontractor Overhead and Profit: Adjustment of the Contract Sum on account of a change in Subcontractor-performed Work shall include the Subcontractor's aggregate overhead and profit allowance equal to 15 percent of the sum of the Subcontractor's costs described under **Sections 7.7.2.2 through 7.7.2.8** that are associated with that changed Work.

- .1 The allowance applies to each Subcontractor tier.
- .2 The allowance covers: the costs required to schedule and coordinate the Work, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering), all other home office expense, legal services, travel, and parking expenses.
- .3 An exception is allowed for shop or engineering labor on items in **Section 7.7.2.10.2**, which shall not be subject to Prevailing Wage rates for steel fabricators, sheet metal fabricators, and sprinkler system fabricators performing work off-site. Recovery for these matters shall be allowed on an hourly basis under items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4** of these Pricing Criteria.
- .4 An exception is allowed for field supervision labor on items in **Section 7.7.2.10.2**, for those portions of

the Change Order Work that will be performed, or was performed, at times when the superintendent is not required to be on site under **Section 6.4**, including but not limited to overtime hours due to acceleration and extensions of the Contract Times. Recovery for this matter will be allowed on an hourly basis under items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4** of these Pricing Criteria.

7.7.2.11 Contractor's Fee: Adjustment of the Contract Sum on account of a change in the Work shall include an allowance for the Contractor's Fee equal to 10 percent of the sum of the costs described under **Sections 7.7.2.1 through 7.7.2.10** that are associated with that changed Work.

7.7.2.12 Miscellaneous: Adjustment of the Contract Sum on account of a change in Work may include the following costs with no allowance for Contractor's Fee under **Section 7.7.2.11** or Subcontractor overhead and profit under **Section 7.7.2.10**.

- 1 The premium portion only for approved overtime (labor and fringes). The straight time portion is included in items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4**.
- 2 State sales tax shall be allowed on items as defined by **Section 12.7**.

7.7.3 Costs that shall not be reimbursed for Change Order Work include the following:

7.7.3.1 Voluntary employee deductions including, but not limited to, deductions for charitable donations or U.S. savings bonds.

7.7.3.2 Employee profit sharing.

7.8 Time Extension

7.8.1 Every adjustment of the Contract Times associated with any change in the Work shall be determined as provided in this **Section 7.8**, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, or disruption of the Work. This **Section 7.8** also governs time adjustments for deduct Change Orders and the Contractor's entitlement to additional time through the claims and dispute resolution processes on account of changes in the Work.

7.8.2 The Contractor shall substantiate all changes in the Contract Times with:

- 7.8.2.1** a written description of the nature of the interference, disruption, hindrance or delay;
- 7.8.2.2** identification of Persons and events responsible for the interference, disruption, hindrance or delay;
- 7.8.2.3** date, or anticipated date, of commencement of the interference, disruption, hindrance or delay;
- 7.8.2.4** identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;
- 7.8.2.5** anticipated duration of the interference, disruption, hindrance or delay and of any remobilization period;
- 7.8.2.6** specific number of days of extension requested and specific number of days for remobilization requested;
- 7.8.2.7** recommended action to avoid or minimize any future interference, disruption, hindrance or delay; and
- 7.8.2.8** a detailed written proposal as described under **Section 7.7** for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

7.8.3 Critical Path. Time extensions shall depend upon the extent to which the Work on the critical path of the Construction Progress Schedule is affected, if applicable.

7.8.3.1 A Change Order granting a time extension may provide that the Contract Times shall be extended for only those specific elements so interfered with, disrupted, hindered, or delayed and related remobilization and that remaining Milestone dates shall not be altered and may further provide for adjustment of Liquidated Damages.

7.9 Examination and Audit of Contractor's Records

7.9.1 The Contracting Authority and Owner may examine all books, records, documents and other data of the Contractor and its Subcontractors related to the bidding, pricing, or performance of the Work for the purpose of evaluating any Contractor Payment Request, Proposal, Modification, or Claim.

7.9.2 The above referenced materials shall be made available at the office of the Contractor or Subcontractor, as applicable, at all reasonable times for inspection, audit, and reproduction until the expiration of 6 years after the date of Substantial Completion of all Work.

7.9.2.1 The Contractor shall maintain, and require its Subcontractors to maintain, complete and accurate business records at its principal place of business. If the principal place of business is greater than 50 miles from the Site, the Contractor shall timely make records available, and shall require its Subcontractors to timely make records available, at the office of the Contracting Authority or Owner upon request for the records.

7.9.3 To the extent that the Contractor or Subcontractor, as applicable, informs the Contracting Authority or Owner in writing that any documents provided to the Contracting Authority or Owner are trade secrets, the Contracting Authority or Owner shall treat these documents, to the extent permitted by law, as trade secrets of the Contractor or Subcontractor, as applicable.

7.9.3.1 If a dispute arises with any other Person about whether that Person should be given access to the documents, the Contractor or Subcontractor as applicable, shall indemnify the Contracting Authority and Owner against all costs, expenses, and damages, including but not limited to attorneys' fees, incurred or paid by reason of that dispute.

7.9.4 The right of inspection, audit, and reproduction extends to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

7.9.5 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Contracting Authority or Owner for a period of 6 years from the date of any applicable final settlement or payment, as applicable.

7.9.6 Records that relate to disputes, litigation, or settlement of Claims arising out of the performance of the Work shall be made available until the dispute, litigation or Claims have been finally decided or settled.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 Initiation of a Claim

8.1.1 Every Claim shall accrue upon the date of occurrence of the event giving rise to the Claim.

8.1.2 Except as provided under **Section 1.10**, the Contractor shall initiate every Claim by giving written notice of the Claim to the A/E and Contracting Authority within 10 days after occurrence of the event giving rise to the Claim, with the following exceptions:

8.1.2.1 The 10-day time limit on initiating a Claim arising from a determination of the Contracting Authority concerning a Change Directive begins to run on the date that the Contracting Authority issues its determination under **Section 7.4.7** or **Section 7.4.10**, as applicable.

8.1.2.2 The 10-day time limit on initiating a Claim arising from the response of the A/E to a RFI begins to run on the date that the A/E issues the A/E's response to the RFI.

8.1.2.3 The 10-day time limit on initiating a Claim arising from the A/E's determination concerning a Differing Site Condition begins to run on the date that the A/E issues the A/E's determination under **Section 7.6**.

8.1.3 The Contractor's written notice of a Claim shall provide the following information to permit timely and appropriate evaluation of the Claim, determination of responsibility, and opportunity for mitigation:

8.1.3.1 nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with **Section 7.7** and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor;

8.1.3.2 identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, or delay;

8.1.3.3 identification of activities on the Construction Progress Schedule that will be affected by the impact or new activities that may be created and the relationship with existing activities;

8.1.3.4 anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period; and

8.1.3.5 recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

8.1.4 The Contractor's failure to initiate a Claim as and when required under this **Section 8.1** shall constitute the Contractor's irrevocable waiver of the Claim.

8.1.5 The A/E, in consultation with the Contracting Authority, shall respond to the written notice of the Claim within a reasonable time of receipt, but not to exceed 10 days.

8.2 Substantiation of Claims

8.2.1 Within 30 days after the initiation of a Claim, the Contractor shall submit 4 copies of all information and statements required to substantiate a Claim as provided in this **Article 8** and all other information that the Contractor believes substantiates the Claim. The Contractor shall file the 4 copies by delivery of 1 copy to the A/E, 1 copy to the Owner, and 2 copies to the Contracting Authority.

8.2.2 The Contractor shall substantiate all of its Claims by providing the following minimum information:

8.2.2.1 a narrative of the circumstances, which gave rise to the Claim, including without limitation the start date of the event or events and the actual or anticipated finish date;

8.2.2.2 detailed identification of the Work (e.g., activity codes from the Construction Progress Schedule) affected by the event giving rise to the Claim;

8.2.2.3 copies of the Contractor's daily log (**Section 6.2.17**) for each day of impact;

8.2.2.4 copies of relevant correspondence and other information regarding or supporting Contractor entitlement;

8.2.2.5 copies of the Contractor's most recent income statement, including segregated general and administrative expenses for the most recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included; and

8.2.2.6 the notarized certification described under **Section 8.5.1.1**.

8.2.3 The Contractor's failure to comply with the requirements of this **Section 8.2** shall constitute an irrevocable waiver of any related Claim.

8.3 Substantiation of Claims for Increase of the Contract Sum

8.3.1 The Contractor shall substantiate each Claim for an increase of the Contract Sum with:

8.3.1.1 written documentation as described under **Section 7.7** of the actual additional direct and indirect costs to the Contractor due to the event giving rise to the Claim;

8.3.1.2 a written statement from the Contractor that the increase requested is the entire increase in the Contract Sum associated with the Claim; and

8.3.1.3 the general substantiation documentation described under **Section 8.2**.

8.3.2 The Contractor's failure to comply with the requirements of this **Section 8.3** shall constitute an irrevocable waiver of any related Claim.

8.4 Substantiation of Claims for Extension of the Contract Times

8.4.1 The Contractor shall substantiate each Claim for an extension of the Contract Times with:

8.4.1.1 written documentation as described under **Section 7.8** of the actual delay to the critical path of the Construction Progress Schedule due to the event giving rise to the Claim;

8.4.1.2 a detailed written Proposal as described under **Section 7.7** for an increase in the Contract Sum that would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay together with a statement consistent with **Section 8.3.1.2**;

8.4.1.3 a written statement from the Contractor that the extension requested is the entire extension of the Contract Times associated with the Claim; and

8.4.1.4 the general substantiating documentation described under **Section 8.2**.

8.4.2 In addition to the requirements of **Section 8.4.1**, if adverse weather conditions are the basis for a Claim for additional time, the Contractor shall document the Claim with data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction. The support for and evaluation of all adverse weather Claims shall be based upon average weather conditions during the 5 years immediately preceding the dates at issue in the Claim as those weather conditions were recorded at the government-controlled weather-recording facility nearest to the

Site.

8.4.3 The Contractor's failure to comply with the requirements of this **Section 8.4** shall constitute an irrevocable waiver of any related Claim.

8.5 Certification of the Claim

8.5.1 The Contractor shall certify each Claim within 30 days after initiating the Claim under **Section 8.1** or before Contract Completion, whichever is earlier, by providing the notarized certification specified in **Section 8.5.1.1**, signed and dated by the Contractor:

8.5.1.1 "The undersigned Contractor certifies that the Claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount requested is a fair, reasonable, and necessary adjustment for which the Contractor believes the State is liable; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor."

8.5.2 The date that the Contractor's certified and fully substantiated Claim is received by the Contracting Authority, or the date that the Contractor is required to certify and fully substantiate a Claim pursuant to **Sections 8.2.1** and **8.5.1**, shall trigger the 120-day period for exhaustion of administrative remedies pursuant to ORC Section 153.16(B).

8.5.3 The Contractor's failure to comply with the requirements of this **Section 8.5** shall constitute an irrevocable waiver of any related Claim.

8.6 Delay and Delay Damage Limitations; Derivative Claims

8.6.1 Subject to other provisions of the Contract, the Contractor will be entitled to an extension of the Contract Times on account of delay in the commencement or progress of Work on the critical path of the Construction Progress Schedule caused by acts of Nature or the public enemy, acts of the government not arising from the Contractor's failure to comply with Applicable Law, fires, floods, epidemics, weather, and labor disputes beyond the Contractor's control.

8.6.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, or an extension of the Contract Times, or both:

8.6.2.1 on account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path;

8.6.2.2 to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

8.6.2.3 on account of the delay of any Work not on the critical path.

8.6.3 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless **(1)** the delay is caused by the Owner and **(2)** the delay was not authorized or permitted under the Contract.

8.6.4 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages arising from a delay in the commencement or progress of any of the Work caused by the occurrence or non-occurrence of an event beyond the Owner's control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or damages caused by the Contractor.

8.6.5 Derivative Claims. Notwithstanding any other provision of the Contract to the contrary, if the Owner prosecutes a claim, suit, or appeal against a Separate Consultant or Separate Contractor to recover damages the Contractor suffers on account of the acts or neglects of a Separate Consultant or Separate Contractor or a person or entity for whom either is legally responsible, the Owner's liability to the Contractor shall not exceed the amount the Owner actually recovers from the Separate Consultant or Separate Contractor on account of those damages less the costs the Owner incurs recovering them. The Owner is not obligated to prosecute any such claim, suit, or appeal.

8.7 Liquidated Damages

8.7.1 If the Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Owner's resulting damages. Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at the Owner's option) pay to or credit the Owner the Liquidated Damages per day sum determined according to the following schedule for each day that the

Contractor fails to achieve a Milestone within the associated Contract Time.

Contract Sum	Liquidated Damages per day
Less than \$1,000,000	\$500
From \$1,000,000.01 to \$2,000,000	\$1,000
From \$2,000,000.01 to \$5,000,000	\$2,000

Contract Sum	Liquidated Damages per day
From \$5,000,000.01 to \$10,000,000	\$5,000
From \$10,000,000.01 to \$20,000,000	\$7,500
From \$20,000,000.01 to \$50,000,000	\$10,000
More than \$50,000,000	\$15,000

8.7.2 If the Contractor simultaneously fails to achieve two or more Milestones, the Owner shall be entitled to recover the sum of the associated Liquidated Damages per day rates.

8.7.3 The Liquidated Damages described in Section 8.7 are only intended to compensate the Owner for the direct damages it incurs as a result of the Contractor's failure to achieve the Milestones within their associated Contract Times.

8.7.4 The Liquidated Damages described in this Section 8.7 are not intended to compensate the Owner for any damages the Owner incurs on account of (1) any claims attributable to the Contractor that are brought by others including Separate Consultants and Separate Contractors or (2) any failure of the Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.

8.7.5 The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve one or more of the Milestones within the Contract Times.

8.7.6 In addition to other rights that the Owner may have relative to the Liquidated Damages, the Contracting Authority may deduct the Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

8.8 Mutual Waiver of Consequential Damages

8.8.1 Except as provided under Section 8.8.2, the Owner and Contractor each waive against the other all Claims for consequential damages that may arise out of or relate to this Contract.

8.8.1.1 The Owner's waiver includes Claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Contract or related to insolvency.

8.8.1.2 The Contractor's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead in excess of that specifically provided for under Section 7.7; delay damages except as otherwise specifically provided for in Section 8.6; increased cost of funds for the Project; lost opportunity to work on other projects; losses of financing, business, and reputation; loss of profit except anticipated profit arising directly from properly performed Work; loss of bonding capacity; and consequential damages arising from termination of the Contract or related to insolvency.

8.8.2 Notwithstanding Section 8.8.1, this Section 8.8:

8.8.2.1 does not apply to any damages that would be covered by insurance provided in connection with the Project if the Contract did not include Section 8.8.1;

8.8.2.2 does not apply to the Contractor's indemnity obligations for third-party claims against the Indemnified Parties even if those claims are for damages that Section 8.8.1 would otherwise preclude;

8.8.2.3 does not preclude the Owner's recovery of Liquidated Damages under Section 8.7; and

8.8.2.4 does not apply to Claims for damages arising from the Owner's or the Contractor's gross negligence or willful misconduct.

8.8.3 This **Section 8.8** shall survive termination of the Contract.

8.9 Review of the Claim

8.9.1 The A/E shall review the Claim and prepare a written analysis of its content, which shall include:

8.9.1.1 a narrative of the A/E's examination of the facts giving rise to the Claim;

8.9.1.2 identification of relevant Contract Documents and language;

8.9.1.3 an analysis of whether the Contractor complied with the requirements of the Contract Documents pertaining to Claim initiation and substantiation including, without limitation, the issues of entitlement to, and calculation of, adjustments of the Contract Sum, Contract Times, or both;

8.9.1.4 an analysis of claimed additional labor, materials, and equipment for the scope of the Work items described;

8.9.1.5 an analysis of any time extension for any interference, disruption, hindrance, impact, or delay claimed (to include the calculation of any concurrent delays affecting entitlement);

8.9.1.6 a concluding opinion regarding Contractor entitlement to, and the appropriateness and reasonableness of all, or any part of, the Claim; and

8.9.1.7 an appendix containing copies of contemporaneous documentation supporting the concluding opinion.

8.9.2 The A/E shall submit the written analysis to the Project Manager no more than 30 days after receiving the Contractor's substantiated and certified Claim.

8.10 Claim Decision

8.10.1 The Project Manager shall examine the Contractor's Claim and A/E's analysis.

8.10.2 The Project Manager shall approve or deny all, or any part, of the Contractor's Claim and forward a written decision to the Contractor, A/E, Owner, and Contracting Authority within 14 days after receiving the A/E's analysis.

8.10.2.1 The Project Manager may employ independent resources to assist in its review or refer evaluation of the Claim to a consultant.

8.10.3 If the Contractor and Owner agree with the Project Manager's decision, the decision shall be incorporated into a Change Order.

8.10.4 Any Claim remaining unresolved after completion of the process described under this **Section 8.10** shall be subject to Claim decision review as described under **Section 8.11**.

8.11 Claim Decision Review

8.11.1 The Contractor may request a review of the Project Manager's decision by written notice delivered by certified mail within 14 days of the Project Manager's decision.

8.11.1.1 If the Project is administered by the Commission, jointly administered by the Commission and a public school district, or locally administered by authority granted to an agency of the state of Ohio by the Commission, the written notice shall be delivered to the Executive Director of the Commission.

8.11.1.2 If the Project is locally administered by an Institution of Higher Education under ORC Section 3345.50 or ORC Section 3345.51, the written notice shall be delivered to the Institutional Designee who will review the Project Manager's decision instead of the Commission.

8.11.2 The Commission or Institutional Designee, if applicable, shall schedule and conduct a meeting within 30 days after receiving the Contractor's request for review.

8.11.2.1 The Commission or Institutional Designee may employ independent resources to assist in the meeting and review.

8.11.3 The Commission or Institutional Designee, if applicable, shall determine the final disposition of the Contractor's request for review and provide a written decision to the Contractor and Owner within 14 days after the meeting.

8.11.4 The decision of the Commission or Institutional Designee is the final administrative decision of the Contracting Authority as described under ORC Section 153.12(B).

8.11.5 If the Contractor and Owner agree with the Commission's or the Institutional Designee's decision, the decision shall be incorporated into a Change Order.

8.11.6 Any Claim remaining unresolved after completion of the process described under this **Section 8.11** shall be subject to litigation, which may be preceded by Alternative Dispute Resolution ("ADR") as described under **Section 8.13**.

8.12 Delegation

8.12.1 No provision of this **Article 8** shall prevent the Executive Director from delegating the duties or authorities of the Commission to any other person selected at the Executive Director's sole discretion.

8.13 Alternative Dispute Resolution

8.13.1 The intent of the ADR process is to resolve disputes quickly and equitably in a manner agreed upon by all parties to the dispute.

8.13.2 The ADR procedure shall be accepted by all of the Project's key stakeholders.

8.13.3 The accepted ADR methods shall not include binding arbitration; alter any of the requirements for Claim initiation, certification, and substantiation; or alter the administrative process described under this **Article 8**.

8.13.4 The following forms of non-binding ADR may be considered:

8.13.4.1 Negotiation: If negotiation is warranted, the parties to the dispute may agree to a progressive level of negotiators, invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.

8.13.4.2 Dispute Review Board: If a dispute review board is the accepted ADR procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall jointly select 3 neutral third parties to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them. The costs of the dispute review board shall be shared equally among the parties to the dispute.

8.13.4.3 Mediation: If mediation is the accepted ADR procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall accept a neutral third party to mediate the dispute. The costs of mediation shall be shared equally among the parties to the dispute.

8.13.4.4 Another ADR procedure accepted by all of the Project's key stakeholders.

8.14 Audit of the Claim

8.14.1 All Claims shall be subject to audit at any time following filing of the Claim, whether or not the Claim is part of a lawsuit.

8.14.2 The audit may be performed by employees of the Contracting Authority or by a consultant engaged by the Contracting Authority.

8.14.3 The audit may begin upon 10-days' notice to the affected Contractor or affected Subcontractor.

8.14.4 The Contractor shall cooperate with the request.

8.14.5 Failure of the Contractor or Subcontractor to produce sufficient records to allow the Contracting Authority to audit and verify a Claim shall constitute an irrevocable waiver of the Claim or portion of the Claim that could not be completely audited.

8.14.6 The Contractor shall make available to the Contracting Authority all Contractor and Subcontractor documents related to the Claim including, without limitation, the following documents:

8.14.6.1 daily time sheets and superintendent's daily reports;

8.14.6.2 union agreements, if any, and employer agreements;

8.14.6.3 insurance, welfare, fringes, and benefits records;

8.14.6.4 payroll register;

8.14.6.5 earnings records;

8.14.6.6 payroll tax returns;

- 8.14.6.7** material invoices, purchase orders, Subcontracts, and all material and supply acquisition contracts;
- 8.14.6.8** material cost distribution worksheets;
- 8.14.6.9** equipment records (list of Contractor equipment, rates, etc.);
- 8.14.6.10** vendor rental agreements and Subcontractor invoices;
- 8.14.6.11** Subcontractor payment certificates;
- 8.14.6.12** canceled checks (payroll and vendors);
- 8.14.6.13** job cost report;
- 8.14.6.14** job payroll ledger;
- 8.14.6.15** general ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
- 8.14.6.16** cash disbursements journal;
- 8.14.6.17** financial statements for all years reflecting operations on the Project;
- 8.14.6.18** income tax returns for all years reflecting operations on the Project;
- 8.14.6.19** depreciation records on all equipment utilized whether the records are maintained by the Contractor, its accountant, or others;
- 8.14.6.20** if a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all other sourced documents;
- 8.14.6.21** all documents that reflect the Contractor's actual profit and overhead during the years the Project was being performed;
- 8.14.6.22** all documents related to the preparation of the Contractor's Bid, including the final calculations on which the Bid was based, unless the documents are placed in escrow under provisions of the Instructions to Bidders;
- 8.14.6.23** all documents that relate to the Claim together with all documents that support the amount of damages as to the Claim;
- 8.14.6.24** worksheets used to prepare the Claim establishing the cost components for items of the Claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents that establish the periods of time, individuals involved, the hours and rate of pay for the individuals; and
- 8.14.6.25** all other documents required by the Contracting Authority to reasonably review the Claim.

8.15 False Certification of the Claim

8.15.1 If the Contractor falsely certifies all or any part of a Claim, the portion of the Claim falsely certified shall be denied and may be sufficient cause for the State to debar the Contractor from future State contracting opportunities as permitted by law.

8.16 Performance and Payment

8.16.1 The Contractor shall proceed with the Work during any dispute resolution process, unless otherwise agreed by the Contractor and Contracting Authority in writing.

8.16.2 The Contracting Authority shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a Claim, unless otherwise agreed by the Contractor and Contracting Authority in writing.

ARTICLE 9 - COMPENSATION AND PAYMENT

9.1 Allowances

9.1.1 The Contract Sum includes the Allowances (if any) identified in the Contract.

9.1.2 All Allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the Allowances to be delivered at the Site, and all applicable taxes.

9.1.3 The Contractor's Fee and costs for unloading and handling on the Site, labor, installation costs, and other

expenses contemplated for the Allowances are not in the stated Allowance amounts but are otherwise included in the Contract Sum.

9.1.4 Before final payment, an appropriate Change Order will be issued to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Work covered by Allowances.

9.2 Unit Prices

9.2.1 Where the Contract provides that all or part of the Work is to be Unit Price Work, initially the Contract Sum will include for all Unit Price Work **(1)** an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract plus **(2)** the Contractor's Fee on that Unit Price Work.

9.2.2 The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Sum. The Contracting Authority will determine the actual quantities and classifications of Unit Price Work performed by Contractor.

9.2.3 The Contractor's Fee on account of Unit Price Work is not in the stated Unit Price amounts but are otherwise included in the Contract Sum.

9.2.4 Before final payment, an appropriate Change Order will be issued as described under **Section 7.1.5** to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Unit Price Work actually performed.

9.3 Schedule of Values

9.3.1 Within 10 days after receipt of the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E a Schedule of Values on a form published by the Commission, with separate amounts shown for labor and materials for each branch of Work, following the numbers and titles of the Construction Specifications Institute's *Master Format* for individual work results, or *Uni Format* for assemblies in place.

9.3.1.1 The Contractor shall clearly indicate on the Schedule of Values, the amount(s) allocated, including separate items for Contractor's Fee (overhead and profit), for each EDGE-certified Business used in the performance of the Work. The amount(s) shall indicate labor and materials, as appropriate.

9.3.2 The grand total shown on the Schedule of Values shall equal the total Contract Sum. The Contracting Authority may use the approved Schedule of Values to determine the cost or credit to the Owner resulting from any change in the Work.

9.3.2.1 The first item shall be a breakdown of General Conditions Costs.

9.3.2.2 The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for Contractor's Fee, except when Work is performed or materials are supplied by an EDGE-certified Business, pursuant to **Section 9.3.1.1**. Contractor's Fee shall be included in the totals for labor and materials.

9.3.2.3 If the material allocation exceeds 55 percent of the Contract Sum, the Contractor shall provide, upon request, sufficient information to support the higher percentage.

9.3.2.4 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.

9.3.2.5 When more than one major structure is included in the Work, the Contractor shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

9.3.2.6 The line items shall be coordinated with line items in the Project Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.

9.3.2.7 Mechanical and electrical Work shall be included in separate line items for all major pieces of equipment, and group smaller equipment items by type.

9.3.2.8 Line items shall be included for each Allowance, Punch List Work, Project Record Document Submittals, delivery of attic stock, and specified demonstrations and training.

9.3.3 The A/E may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work or approve the Schedule of Values if the A/E determines that it conforms to this **Section 9.3**.

9.3.4 No payment shall be made until the A/E has approved the Contractor's Schedule of Values.

9.3.5 If the Project is administered using the State's web-based project management software, the Contractor shall submit its Schedule of Values, using the "Contract Schedule of Values" business process.

9.4 Contractor Payment Request

9.4.1 The Contractor may submit a Contractor Payment Request for Work performed based upon the Schedule of Values to the A/E each month or upon another interval approved by the Contracting Authority. When the rate of Work and amount involved is sufficient that it is considered appropriate by the Contracting Authority, the Contractor may submit Contractor Payment Requests twice a month.

9.4.1.1 The Contractor shall support each Contractor Payment Request with documentation substantiating the Contractor's right to payment. The Contractor shall supply additional documentation as the A/E may request in connection with each payment to the Contractor.

9.4.1.2 The Contracting Authority may require proof of the renewal of required insurance as a condition precedent to payment.

9.4.1.3 The Contractor shall attach certified payroll reports for the relevant period to 1 copy of each Contractor Payment Request, see **Document 00 73 43 - Prevailing Wage Requirements**.

9.4.1.4 The Contractor may list on the Contractor Payment Request any Change Orders approved and performed prior to submission of the Contractor Payment Request.

9.4.1.5 The Contractor shall submit its Contractor Payment Request using the Contractor Payment Request form or forms current at the time of each application and as provided by the Contracting Authority in the manner prescribed by the Contracting Authority.

9.4.1.6 If the Project is not administered using the State's web-based project management software, the Contractor shall submit 1 draft copy of its Contractor Payment Request ("Pencil Copy") to the A/E not less than 1 week prior to submitting multiple copies of its Contractor Payment Request. The A/E shall review the Pencil Copy and provide comments to the Contractor within 3 days of receiving it. The Contractor shall incorporate the A/E's comments into its Contractor Payment Request prior to submitting multiple copies for payment.

9.4.1.7 The Contractor shall clearly indicate on the Contractor Payment Request, the amount(s) requested for each EDGE-certified Business used in the performance of the Contract. The amount(s) shall indicate labor and materials, as appropriate.

9.4.1.8 The Contractor shall submit an electronic copy of the Contractor Payment Request to the A/E with its paper copies of the Contractor Payment Request for collection and reporting of information used for contract compliance evaluation and statistical purposes. The Contractor may issue the copy in any electronic media acceptable to the Contracting Authority.

9.4.2 Payments, except for lump sum items, in Unit Price Contracts shall be made to the Contractor only for the authorized actual quantities of Work performed or materials furnished in accordance with the Contract Documents.

9.4.3 Subject to **Section 9.8**, the Owner shall pay an approved Contractor Payment Request within 30 days from the date the A/E recommends acceptance of the Contractor Payment Request.

9.4.3.1 Payments due and not paid to the Contractor, through no fault of the Contractor, within the 30 day period shall, from the date payment is due, bear simple interest at the applicable statutory rate.

9.4.4 Notwithstanding any other provision of the Contract Documents, partial payments made pursuant to this **Section 9.4** constitutes neither acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

9.4.5 The Contracting Authority and Owner may audit Contractor Payment Requests as described under **Section 7.9**.

9.4.6 If the Project is administered using the State's web-based project management software, the Contractor shall submit its Contractor Payment Request, using the "Contractor Pay Request" or "Applications for Payment" business process.

9.5 Labor Payments

9.5.1 Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 92 percent of the amount invoiced through the Contractor Payment Request that shows the Work is 50 percent complete.

9.5.2 After the Work is 50 percent complete, as evidenced by payments of at least 50 percent of the Contract Sum including approved Change Orders to date, no additional funds shall be retained from payments for labor.

9.6 Material Payments

9.6.1 The Owner shall pay the Contractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

9.6.2 The Owner shall pay the Contractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value in a Unit Price or lump sum Contract, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Contractor provides the following information with the Contractor Payment Request:

9.6.2.1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and

9.6.2.2 a certification of materials stored off-site, prepared by the Contractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for

delivery to the Project. The Contractor shall directly reimburse the A/E for all costs incurred to visit a storage site, other than the areas adjacent to the Project.

9.6.2.3 The Owner shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

9.6.3 When payment is allowed for materials delivered to the Site or other approved off-site storage location but not yet incorporated into the Project, the materials are the property of the Owner.

9.6.3.1 The Owner may, at its sole discretion, retain any material not ultimately incorporated into the Project or return it to the Contractor for credit of an amount proportionate to the value of the extra materials.

9.7 Retainage

9.7.1 If the total Contract Sum is \$15,000 or more, when the Contract is 50 percent complete, all funds retained for faithful performance of the Work, in accordance with **Section 9.5.1**, shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, Contracting Authority, and applicable bank.

9.7.2 When the Contractor has achieved Substantial Completion of all Work, and there is no other reason to retain funds; upon request of the Contractor, the funds retained in connection with that Work shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure faithful completion in the sole discretion of the Contracting Authority, including but not limited to compliance with **Section 6.25.2**.

9.7.3 Upon consent by the Contractor's Surety, the Contracting Authority may reduce the amount of funds retained for the faithful performance of Work by 50 percent of the amount of funds required to be retained, provided the Contractor's Surety remains responsible for all damages that may be caused due to default by the Contractor, including, but not limited to, the following:

9.7.3.1 completion of the Work;

9.7.3.2 all interference, disruption, hindrance, and delay claims;

9.7.3.3 all Liquidated Damages; and

9.7.3.4 all additional expenses incurred by the City of Monroe, Ohio.

9.8 Payments Withheld

9.8.1 The A/E may recommend to the Contracting Authority that payments be withheld from, or Liquidated Damages be assessed against, a Contractor Payment Request.

9.8.2 The Contracting Authority may decline to approve any Contractor Payment Request or part thereof, or nullify any previous Contractor Payment Request, in whole or in part, to the extent necessary in the Contracting Authority's sole opinion to protect the Owner from loss because of:

9.8.2.1 Defective Work not remedied;

- 9.8.2.2** damage caused by the Contractor;
- 9.8.2.3** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 9.8.2.4** reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay;
- 9.8.2.5** failure to comply with Applicable Law including, but not limited to, the requirements of ORC Chapter 4115;
- 9.8.2.6** failure to timely submit EDGE Participation Reports in accordance with **Section 1.8.2**;
- 9.8.2.7** failure to timely identify the Contractor's proposed Subcontractors in accordance with **Section 4.1.1**;
- 9.8.2.8** failure to timely approve a Construction Progress Schedule in accordance with **Section 6.5**;
- 9.8.2.9** failure to carry out the Work in accordance with the Contract Documents; or
- 9.8.2.10** that which is permitted under other provisions of the Contract Documents.

9.8.3 If the Contractor remedies the basis for withholding payment under **Section 9.8.2** to the Contracting Authority's satisfaction, the Owner shall pay the amounts withheld.

9.9 Final Contractor Payment Request

9.9.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and to final payment, shall complete all requirements of the Contract Documents.

9.9.1.1 The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115, and to certify that all of its Subcontractors have been paid in full for all Work performed or materials furnished for the Project.

9.9.2 The Owner shall pay the final Contractor Payment Request within 30 days from the date the A/E recommends acceptance of the final Contractor Payment Request.

9.9.2.1 Payments due and not paid to the Contractor within the 30-day period shall bear interest from the date payment is due under the Contract Documents at the applicable statutory rate.

9.9.3 Acceptance of final payment by the Contractor or a Subcontractor constitutes the payee's waiver of all claims against the State except those previously made in writing under **Article 8** and identified by that payee as unsettled at the time of the final Contractor Payment Request.

9.9.4 If the Project is administered using the State's web-based project management software, the Contractor shall submit its final Contractor Payment Request, using the "Contractor Pay Request" or "Applications for Payment" business process.

ARTICLE 10 - BONDS, INSURANCE, AND INDEMNIFICATION

10.1 Payment and Performance Bonds

10.1.1 Before signing the Agreement, the Contractor shall provide the Bond required under Applicable Law and below:

10.1.1.1 If the Contractor provided **Document 00 43 13 - Bid Security Form** as its Bid Guaranty, then that form shall be the Bond.

10.1.1.2 If the Contractor provided another form of Bid Guaranty, then **Document 00 61 13 - Performance and Payment Bond Form** shall be the Bond.

10.1.1.3 Each Surety under the Bond shall be licensed to do business in Ohio and satisfactory to the Contracting Authority.

10.1.1.4 If there is more than one Surety under the Bond, each of them shall be jointly and severally liable as surety under the Bond.

10.1.1.5 The penal sum of the Bond, when initially submitted, shall be equal to one-hundred percent of the Contract Sum.

10.1.2 The Contractor shall submit with the executed Bond (1) a certified copy of the authority to act (power of attorney) of the agent signing the Bond on behalf of the Surety and (2) a current and signed Certificate of

Compliance under ORC Section 9.311 issued by the Ohio Department of Insurance showing the Surety is licensed to do business in Ohio.

10.1.3 If the Contract Sum increases at any time such that it exceeds the penal sum of the Bond, the Contractor shall cause the penal sum of the Bond to be increased such that the penal sum equals one- hundred percent of the increased Contract Sum.

10.1.4 Any time the Contractor increases the penal sum of the Bond under **Section 10.1.3**, the Contractor shall deliver to the Contracting Authority written consent of the affected Surety or Sureties confirming the increased penal sum. The Contracting Authority's receipt of that written consent is a condition precedent to the Owner's obligation to pay the Contractor for any portion of the Work associated with the increase.

10.1.5 If notice of any change affecting the Contract is required by any Surety or by the provision of any Bond, the Contractor shall provide that notice.

10.2 Contractor's General Insurance Requirements

10.2.1 Throughout the performance of the Work or longer as may be described below, the Contractor shall obtain, pay for, and keep in force, the minimum insurance coverage described in this **Article 10**.

10.2.1.1 Each requirement of this **Article 10** applies to Subcontractors just as it applies to the Contractor.

10.2.1.2 If a Subcontractor's usual insurance coverage does not meet the minimum coverage requirements, before entering into an agreement with that Subcontractor, the Contractor shall submit to the Contracting Authority **(1)** a certificate of insurance evidencing the insurance the Subcontractor will carry without additional compensation and

(2) if the Contracting Authority requests, a written proposal from the Subcontractor to provide coverage that meets the minimum coverage requirements. The Contracting Authority will decide whether to accept the non-conforming insurance coverage or the proposal to provide conforming coverage.

10.2.1.3 On a case-by-case basis, the Contracting Authority and Contractor may agree to adjust the below requirements for any particular Subcontractor.

10.2.2 Before starting the Work on the Site, upon renewal of any policy, and upon a change of any insurance carrier, the Contractor shall deliver to the Contracting Authority certificates evidencing that the required insurance is in force.

10.2.3 With the exception of government-controlled workers compensation coverage:

10.2.3.1 the Contractor shall place the insurance with companies that **(1)** are satisfactory to the Contracting Authority, **(2)** hold an A.M. Best Rating of A-, X, or higher, and **(3)** are authorized to conduct business in Ohio;

10.2.3.2 the policies shall be endorsed to require the Contractor's insurance carrier to **(1)** provide 30- days' written notice to the Contracting Authority (as certificate holder) of the cancellation or non-renewal of the insurance and

(2) provide at least 10-days' written notice to the Contracting Authority (as certificate holder) of the cancellation of the insurance for non-payment of premium; and

10.2.3.3 within 30 days of the Contracting Authority's request, the Contractor shall submit insurance-company certified copies of the policies, the policy endorsements, loss-run reports, or all three.

10.2.4 The Contractor shall pay all deductibles, or self-insured retentions, or both contained in the Contractor's policies of insurance required or provided in connection with the Project. The Contracting Authority reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing the Contractor may use to comply with any insurance requirement.

10.2.5 The Contractor shall pay a proportionate share of the deductibles, or self-insured retentions, or both contained in any insurance policy the Contracting Authority purchases for the Project. The Contractor's proportionate share will derive from the percentage of the associated claim or loss attributable to the alleged or actual negligence of the Contractor or a Subcontractor.

10.2.6 The Contracting Authority and Owner do not represent that required coverage or limits are adequate to protect the Contractor.

10.2.7 Failure of the Contracting Authority to demand a certificate or other evidence of full compliance with the insurance requirements or failure of Contracting Authority to identify a deficiency from evidence that is provided

shall not be construed as a waiver of the Contractor's obligation to maintain the required insurance.

10.2.8 The Contracting Authority may terminate the Contract for cause on account of the Contractor's failure to maintain required insurance.

10.3 Contractor's Minimum Coverage Requirements

10.3.1 Workers Compensation. The Contractor shall maintain workers compensation coverage meeting the requirements of Applicable Law.

10.3.2 Employers Liability Coverage. The Contractor shall maintain employers' liability coverage with (1) an each-accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000.

10.3.3 Commercial General Liability. The Contractor shall maintain commercial general liability ("CGL") coverage that provides (1) an each-occurrence limit of not less than \$1,000,000, (2) a general-aggregate limit of not less than \$2,000,000, and (3) a products and completed-operations aggregate limit of not less than \$2,000,000.

10.3.3.1 The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

10.3.3.2 The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.

10.3.3.3 The CGL policy shall be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects.

10.3.3.4 The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs that cover the additional insured(s).

10.3.3.5 The CGL policy shall not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.

10.3.3.6 The Contractor shall maintain the CGL insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

10.3.4 Business Automobile Liability. The Contractor shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.

10.3.4.1 The coverage shall extend to any auto.

10.3.4.2 The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the BA policy.

10.3.5 Umbrella/Excess Liability. The Contractor may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

10.3.5.1 The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$2,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:

- .1 brick/block masonry;
- .2 exterior caulking/sealant;
- .3 cast-in-place or precast concrete;
- .4 curtain wall;
- .5 damp proofing/waterproofing;
- .6 electrical;
- .7 elevator;
- .8 exterior glass and/or glazing;
- .9 exterior marble, granite, and/or other stonework;
- .10 miscellaneous metals;

- .11 plaster/stucco;
- .12 plumbing;
- .13 HVAC;
- .14 roofing and/or sheet metal;
- .15 scaffolding;
- .16 spray-on fireproofing;
- .17 sprinkler and/or fire protection; or
- .18 structural steel and/or metal deck.

10.3.5.2 The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$5,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:

- .1 caissons and/or piles;
- .2 demolition;
- .3 excavation and/or utility work;
- .4 sheeting, shoring, and/or underpinning;
- .5 window washing equipment; or
- .6 wrecking.

10.3.6 Contractor's Pollution Liability. If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, Asbestos abatement, storage-tank removal, or similar activities), or involves Hazardous Materials, the Contractor shall maintain a contractor's pollution liability ("CPL") policy with (1) a per-claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Contractor for damages (including from mold) sustained by the Owner by reason of the Contractor's performance of the Work.

10.3.6.1 The CPL policy shall have an effective date, which is on or before the date that the Contractor first started to perform any Project-related services.

10.3.6.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the CPL policy's limits.

10.3.6.3 The Contractor shall maintain the CPL insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

10.3.7 Professional Liability—Contractor. The Contractor shall maintain professional liability insurance (including without limitation for sprinkler and/or fire protection and other design-build work included in the Work) without design-build exclusions with limits not less than as identified in the following table:

Contract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

10.3.7.1 The professional liability policy shall have an effective date on or before the date that the Contractor first started to provide any Project-related services.

10.3.7.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the professional liability policy's limits.

10.3.7.3 The Contractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

10.3.7.4 If the Contractor is not authorized under Applicable Law to directly provide professional design services, the Contractor may satisfy the requirements of this Section 10.3.7 by providing a contractor's professional liability insurance policy.

10.3.7.5 If the Contractor is a joint venture:

- .1 the Contractor may meet the requirements of this Section 10.3.7 by providing a PL policy under which each joint venturer is the insured; or
- .2 each joint venturer shall individually meet the requirements of this Section 10.3.7 by providing a PL policy

(1) under which the individual joint venturer is the insured and (2) that covers that joint venturer's interests in the joint venture by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the joint venturer's interest in the joint venture.

Example: Assume that the Contractor (1) is the "XY joint venture" of company "X" and company "Y"; and (2) is required under **Section 10.3.7** to maintain PL insurance limits of \$1M/\$2M. In order to comply with **Section 10.3.7.5.2**, "X" must maintain PL insurance limits of \$1M/\$2M and "Y" must maintain PL insurance limits of \$1M/\$2M.

10.3.7.6 If the Contractor is a limited-liability company, which members consist of two or more separate firms:

- .1 the Contractor may meet the requirements of this **Section 10.3.7** by providing a PL policy under which the limited-liability company is the insured; or
- .2 each member of the limited-liability company shall individually meet the requirements of this **Section 10.3.7** by providing a PL policy (1) under which the individual member is the insured and (2) that covers that member's interests in the limited-liability company by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the member's interest in the limited-liability company.

Example: Assume that the Contractor (1) is the "XY limited-liability company," the members of which are "X" and "Y"; and (2) is required under **Section 10.3.7** to maintain PL insurance limits of \$1M/\$2M. In order to comply with **Section 10.3.7.6.2**, "X" must maintain PL insurance limits of \$1M/\$2M and "Y" must maintain PL insurance limits of \$1M/\$2M.

10.3.8 Professional Liability—Subcontractors. If the Work to be performed by a Subcontractor includes any professional design services (including without limitation sprinkler and/or fire protection and other design-build work) the Subcontractor shall maintain professional liability insurance without design-build exclusions with limits not less than as identified in the following table:

Subcontract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

10.3.8.1 The professional liability policy shall have an effective date on or before the date that the Subcontractor first started to provide any Project-related services.

10.3.8.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the Subcontractor's professional liability policy's limits.

10.3.8.3 The Subcontractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

10.3.8.4 If the Subcontractor is not authorized under Applicable Law to directly provide professional design services, the Subcontractor may satisfy the requirements of this **Section**

10.3.7.5 by providing a contractor's professional liability insurance policy.

10.3.9 Aviation Liability. If the Contractor or a Subcontractor uses aircraft, including helicopters, in performance of the Work, the Contractor shall maintain aircraft or aviation liability coverage in an amount of no less than \$10,000,000. The Contracting Authority and Owner will not be liable for any damage to any aircraft owned, leased, rented, or borrowed by the Contractor or a Subcontractor.

10.3.10 Watercraft Liability. If the Contractor or a Subcontractor uses watercraft in performance of the Work, the Contractor shall maintain watercraft liability coverage including protection and indemnity insurance in an amount of no less than \$5,000,000. The Contracting Authority and Owner will not be liable for any damage to any watercraft owned, leased, rented, or borrowed by the Contractor or Subcontractor.

10.3.11 Equipment Coverage. The Contracting Authority and Owner will not insure or be liable for damage to any Contractor or Subcontractor owned, leased, rented, or borrowed tools, equipment, or vehicles. The Contractor and Subcontractors are solely responsible for maintaining all insurance necessary to cover their tools, equipment and vehicles.

10.3.12 Ocean Marine Insurance. If the shipment of equipment or materials for the Work will not be covered by the builder's risk insurance required under **Section 10.4**, the Contractor shall maintain ocean marine insurance to the Site including cost, insurance, and freight with limits of not less than an amount equal to the full replacement cost of equipment/materials shipped to final destination point. The insurance shall include the following minimum requirements:

- 10.3.12.1** all-risk basis including war risk and all forms of terrorism;
- 10.3.12.2** coverage for general average and salvage charges;
- 10.3.12.3** "on deck" coverage;
- 10.3.12.4** warehouse-to-warehouse coverage;
- 10.3.12.5** coverage to include losses from strikes, riots, and civil commotions ("SR&CC coverage");
- 10.3.12.6** coverage to include losses from free of capture and seizure warranty ("FC&S Warranty coverage");
- 10.3.12.7** "Inchmaree" clause;
- 10.3.12.8** sue and labor;
- 10.3.12.9** "both-to-blame" coverage;
- 10.3.12.10** free of particular average;
- 10.3.12.11** inland coverage including on-land shipment, port storage, and barge transit upon inland waterways; and
- 10.3.12.12** damage by saltwater and rainwater perils and cargo sweat.

10.3.13 Additional Property Insurance. For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of **Article 10**.

10.4 Builder's Risk Insurance

10.4.1 The Contractor shall provide and maintain, during the progress of the Work and until Contract Completion, a builder's risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form that provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.

10.4.1.1 The amount of coverage shall be not less than the total completed value of the Project, including the value of permanent fixtures and decorations, with a deductible of not more than \$25,000 per occurrence. Any deductible over the amount specified shall be authorized in writing by the Owner and Contracting Authority.

10.4.1.2 Coverage shall include a provision to pay the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

10.4.1.3 Coverage shall include "soft cost endorsement" including, but not limited to, the reasonable extra costs of the A/E and reasonable Contractor extension or acceleration costs.

10.4.1.4 Coverage shall include material in transit or stored off-site and identified for the Project.

10.4.1.5 Coverage shall waive all rights between the Owner, Contracting Authority, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.

10.4.1.6 Coverage shall include appropriate sub-limits for installation coverage.

10.4.1.7 Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.

10.4.1.8 Coverage shall include temporary structures and scaffolding, along with collapse coverage.

10.4.1.9 Coverage shall be primary to all other applicable insurance.

10.4.1.10 The builder's risk policy shall specifically permit and allow for Partial Occupancy by the Owner prior to Contract Completion and coverage shall remain in effect until all punch list items are completed.

10.4.1.11 The Contractor's tools and equipment shall not be covered under the builder's risk policy. It is the Contractor's sole responsibility to maintain such coverage, which shall be included in its Overhead (a component of Contractor's Fee) and not included as a separate item in the Contractor's Schedule of Values.

10.4.2 If the Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall purchase and maintain a builder's risk, builder's risk-renovations, or installation

floaters insurance policy. The policy shall comply with the provisions of **Section 10.4.1**.

10.5 Waivers of Subrogation

10.5.1 To the fullest extent permitted by Applicable Law, the Contractor waives all rights against the Owner, Contracting Authority, and their agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

10.5.2 The Owner, Contracting Authority, and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder's risk insurance applicable to the Work.

10.6 Indemnification for Injury or Damage

10.6.1 To the fullest extent permitted by Applicable Law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals, and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with the Project, provided that any such claim, cost, damage, loss, fine, penalty, or expense is attributable to:

10.6.1.1 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts, errors, or omissions of the Contractor or a person or entity for whom the Contractor may be liable;

10.6.1.2 infringement of patent rights or copyrights by the Contractor or a person or entity for whom the Contractor may be liable; or

10.6.1.3 a violation of Applicable Law but only to the extent attributable to the Contractor or a person or entity for whom the Contractor may be liable.

10.6.2 The Contractor's indemnification obligation under **Section 10.6** exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused in part by a party indemnified under **Section 10.6**. But nothing in **Section 10.6** obligates the Contractor to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence.

10.6.3 The Contractor's obligations under **Section 10.6** shall not extend to the liability of the A/E, A/E's consultants, agents, representatives, or employees for negligent preparation or approval of Drawings, Specifications, Change Orders, opinions, and any other responsibility of the A/E, except to the extent covered by the Contractor's insurance.

10.6.4 In claims against an Indemnified Party by any direct or indirect employee (or the survivor or personal representative of that employee) of the Contractor or a person or entity for whom the Contractor may be liable, the indemnification obligation under **Section 10.6** will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10.6.5 The Contractor's indemnification obligation under **Section 10.6** will not be limited by any insurance policy provided or required in connection with the Project.

10.6.6 The Contractor's obligations under **Section 10.6** shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.

10.6.7 The Contractor's indemnification obligation under **Section 10.6** will survive termination of the Contract and Contract Completion.

10.6.8 The Contracting Authority may deduct from the Contract Sum the claims, damages, losses, fines, penalties, and expenses for which the Contractor is liable under **Section 10.6**. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Sum, the Contractor shall immediately pay the difference to the Owner.

ARTICLE 11 - SUSPENSION AND TERMINATION

11.1 Suspension of the Work

11.1.1 The Contracting Authority, without cause and without prejudice to any other right or remedy it may

have, may order the Contractor in writing to suspend, delay, or interrupt performance of the Work in whole or in part for such period as the Contracting Authority may determine.

11.1.1.1 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor complies with **Article 8**, the Contract Sum and Contract Times shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption. The adjustment of the Contract Sum, however, shall not include profit (a component of Contractor's Fee).

11.1.1.2 Notwithstanding the foregoing, no adjustment shall be made to the Contract Sum or Contract Times to the extent that:

- .1** performance was, or could have been, suspended, delayed, or interrupted by a cause for which the Contractor is responsible; or
- .2** an equitable adjustment is made or denied under another provision of the Contract.

11.1.1.3 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor submits a proper Contractor Payment Request, subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for Work performed before the suspension based upon the Schedule of Values.

11.1.2 The Contracting Authority, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period as the Contracting Authority may determine for any of the following reasons: **(1)** Defective Work; **(2)** the Contractor is causing undue risk of damage to any part of the Project or adjacent area; **(3)** the Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or **(4)** any other cause the Contracting Authority reasonably believes justifies suspension.

11.1.2.1 The Contracting Authority's exercise of its right to suspend the Work under this **Section 11.1.2** shall not entitle the Contractor to any adjustment of the Contract Sum, Contract Times, or both.

11.1.2.2 If the Contracting Authority is adjudged to have improperly suspended the Work under this **Section 11.1.2**, the suspension shall be deemed to have been a suspension under **Section 11.1.1**.

11.1.3 Upon receipt of notice of suspension under this **Section 11.1**, the Contractor shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The Contractor shall furnish a report to the Contracting Authority, within 5 days of receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as the Contracting Authority may require.

11.1.4 The Contracting Authority's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the Contractor or any other party, and the Contracting Authority's exercise or failure to exercise the right shall not prejudice any of the Contracting Authority's other rights.

11.2 Termination for Convenience

11.2.1 The Contracting Authority may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause, at any time upon 10 days' written notice to the Contractor.

11.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from the Contracting Authority:

- 11.2.2.1** cease operation as specified in the notice;
- 11.2.2.2** place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project;
- 11.2.2.3** terminate all subcontracts and orders to the extent they relate to the Work terminated;
- 11.2.2.4** proceed with Work not terminated; and
- 11.2.2.5** take actions that may be necessary, or that the Contracting Authority may direct, for the protection and preservation of the terminated Work.

11.2.3 Upon termination, the Contracting Authority shall pay the Contractor in accordance with the Schedule of Values for Work completed, including any retained funds, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

11.2.3.1 All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the

Contractor has received payment, shall become the property of the Owner.

11.2.3.2 The Contractor is entitled to a fair and reasonable profit for Work performed and reasonable expenses directly attributable to termination of the Contract. In no event shall the Contractor be entitled to

(1) Contractor's Fee on Work not performed or (2) compensation in excess of the total Contract Sum.

11.2.4 If the Contracting Authority terminates the Work under Section 11.2, the termination shall not affect the rights or remedies of the State against the Contractor then existing or which may thereafter accrue.

11.2.5 Notwithstanding Section 11.2.3, if the Contracting Authority terminates the Work under this Section 11.2, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such amounts as it would be entitled to receive following the occurrence of an event of default as provided in Section 11.3.

11.3 Termination for Cause

11.3.1 The Contracting Authority may terminate all or a portion of the Contract if the Contractor commits a material breach of the Contract including but not limited to:

11.3.1.1 failure to prosecute the Work with the necessary force or in a timely manner;

11.3.1.2 refusal to remedy Defective Work;

11.3.1.3 failure to supply enough properly skilled workers or proper materials;

11.3.1.4 failure to properly make payment to Subcontractors or Consultants;

11.3.1.5 performance of any services outside of the United States;

11.3.1.6 permitting its Subcontractors or Consultants to perform any services outside of the United States; or

11.3.1.7 disregarding laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

11.3.2 If the Contracting Authority intends to exercise its termination rights under this Section 11.3, the Contracting Authority shall issue not less than 5 days' written notice to the Contractor and the Contractor's Surety in accordance with ORC Section 153.17 ("5-Day Notice").

11.3.2.1 Notwithstanding any provision of the Contract to the contrary (1) the issuance of a 72-Hour Notice under Section 6.23.1 is not a condition precedent to the Contracting Authority's exercise of its rights under Section 11.3 and (2) the Contracting Authority's decision to not issue a 72-Hour Notice under Section 6.23.1 will not prejudice the Contracting Authority's rights under Section 11.3.

11.3.3 If the Contractor fails to satisfy the requirements set forth in Section 11.1.3 for the 5-Day Notice within 15 days of receipt of the 5-Day Notice, the Contracting Authority may declare the Contractor in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.

11.3.4 If the Contract is terminated, the Contractor's Surety may perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date of Contract termination, the Contracting Authority may complete the Work by means the Contracting Authority determines appropriate. The Contracting Authority may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the State has paid.

11.3.5 If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum is exceeded by the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the Contractor or Surety shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Contract.

11.3.6 If the Contractor's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the Surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Contracting Authority to complete the Work.

11.3.7 If the Contracting Authority terminates the Contract under this Section 11.3, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The Contracting Authority's retention or payment of funds due to the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the

requirements of the Contract Documents.

11.3.8 If the Contracting Authority is adjudged to have improperly terminated the Contract under this **Section 11.3**, the termination will be deemed to have been a termination under **Section 11.2**.

11.4 Contractor Insolvency

11.4.1 Bankruptcy of Contractor.

11.4.1.1 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition. The failure to file and prosecute that motion within the time limits provided by this **Section 11.4** shall constitute a material breach of the Contract as time is of the essence with respect to Contractor's performance of all terms of this Contract. The Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Contracting Authority to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

11.4.2 Receivership or Assignment for the Benefit of Creditors.

11.4.2.1 If the Contractor makes a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the Contracting Authority shall serve written notice on the Contractor and Contractor's Surety stating that any failure of the Contractor to provide adequate assurance of continued performance shall be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Contractor's Documents and Contract Documents

12.1.1 Ownership.

12.1.1.1 The Owner alone owns the Contractor's Documents and the Contract Documents and every right, title, and interest therein.

- 1** The Contractor must execute and deliver and cause its employees and agents and all Subcontractors and Consultants to execute and deliver to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the Contractor's Documents and the Contract Documents.

12.1.1.2 The Contractor may retain copies, including reproducible copies, of the Contractor's Documents and the Contract Documents for information, reference, and performance of the Work.

12.1.1.3 The submission or distribution of the Contractor's Documents or the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Contractor's Documents and the Contract Documents. Any unauthorized use of the Contractor's Documents or the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

12.1.1.4 The Contractor shall provide Electronic Files (in native format) to Separate Consultants and Separate Contractors for their use in connection with the Project. The Contractor shall provide the Electronic Files **(1)** at no additional cost to the Separate Consultants, Separate Contractors, and Owner and **(2)** without requiring the Separate Consultants, Separate Contractors, or Owner to agree to any terms or conditions concerning the provision, receipt, or use of the Electronic Files that differ in any material respect from the Contract.

12.1.2 Intent.

12.1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

12.1.2.2 The Contract Documents are complementary, and what is required by one is binding as if required by all.

12.1.2.3 The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

12.1.2.4 The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.

12.1.2.5 The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

12.1.2.6 In the event of inconsistency or conflict within the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work and comply with the stricter requirement.

12.1.2.7 Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

12.1.2.8 The Sections of Division 01 - "General Requirements" govern the performance of the Work of all Sections of the Specifications.

12.1.3 Use of Electronic Files.

12.1.3.1 The Owner, Contracting Authority, A/E, and Contractor reasonably expect that they will provide Electronic Files to each other to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.

12.1.3.2 The Owner, Contracting Authority, A/E, and Contractor acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include, for example and without limitation, alteration (inadvertent or intentional) and deterioration, both of which may not be readily apparent through casual observation.

12.1.3.3 The Owner, Contracting Authority, A/E, and Contractor do not warrant to each other that any Electronic File they provide **(1)** was not altered through transmission; **(2)** is compatible with the recipient's computer system or software; **(3)** will not be altered through degradation of the recipient's storage media; or **(4)** is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format.

12.1.3.4 Before relying on any Electronic File, it receives, the recipient is responsible for verifying that the Electronic File was not altered through transmission, degradation of the recipient's own storage media, or other causes.

12.1.3.5 If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file.

12.1.3.6 The Owner, Contracting Authority, A/E, and Contractor shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives.

12.1.3.7 In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern.

12.1.3.8 This **Section 12.1.3** does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's Documents.

12.2 Public Relations

12.2.1 Publicity prior to completion of the Project. Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control, and with the consent of, the Owner.

12.2.2 Publicity after completion of the Project. After completion of the Project, the Contractor may exercise reasonable public relations and marketing efforts related to the Project, provided the Contractor properly identifies the Owner and Contracting Authority, and their participation in the Project.

12.2.3 Professional Photography. If the Contractor commissions photography of the completed Project, the Contractor shall include in its photography agreements a release for unrestricted and unlimited use of photographs by the Owner and Contracting Authority and shall provide the Owner and Contracting Authority with a reasonable quantity of photographs for use in the Owner's and the Contracting Authority's marketing and awareness activities, including, but not limited to, profiles of the Project on their respective websites.

12.2.4 Craft Awards and Other Recognition. If the Contractor submits the Project for craft awards or other similar venues for recognition of the Project, the Contractor shall properly identify the Owner and Contracting Authority, and their participation in the Project. In addition, if the Project receives any craft award or other recognition, the Contractor shall provide duplicate copies of the award plaque or other memento of the award to the Owner and Contracting Authority.

12.3 Application and Governing Law

12.3.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction.

12.3.2 The parties to the Contract shall comply with Applicable Law.

12.3.3 Other rights and responsibilities of the Contractor, A/E, Contracting Authority, and Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

12.4 Conditions of the Contract

12.4.1 These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Ohio Facilities Construction Commission.

12.5 Notice of Commencement.

12.5.1 The Contracting Authority shall prepare a Notice of Commencement and make it available as required under ORC Section 1311.252.

12.5.2 Upon request, the Contracting Authority or the Contractor shall furnish the Notice of Commencement to Subcontractors or any other member of the public.

12.6 Written Notice

12.6.1 Notice under the Contract Documents shall be validly given if:

12.6.1.1 delivered personally to a member of the organization for whom the notice is intended;

12.6.1.2 delivered, or sent by registered or certified mail, to the last known business address of the organization; or

12.6.1.3 sent by facsimile, email, or web-based project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission.

12.6.2 When the Owner, Contracting Authority, A/E, or Contractor gives notice to one of the other 3, it shall also simultaneously send a copy of that notice to the others.

12.6.3 A copy of all notices, certificates, requests, or other communications to the Contracting Authority shall be sent to the Project Manager.

12.6.4 In the event of an emergency involving the Project, including, but not limited to, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the Contractor shall immediately notify the A/E, Contracting Authority, and Owner by telephone.

12.6.5 The Contracting Authority, Owner, A/E, or Contractor may, by written notice given hereunder, designate addresses, telephone numbers, email addresses, or facsimile numbers to which notices, certificates, requests, or communications shall be sent.

12.7 Taxes

12.7.1 Only those materials that ultimately become a part of the completed structure or improvement that constitutes the Project shall be exempt from state sales tax and state use tax.

12.7.2 The purchase, lease, or rental of material, equipment, parts, or expendable items as concrete form lumber, tools, oils, greases, and fuels, which are used in connection with the Work, are subject to the application of state sales tax and state use tax.

12.8 Computing Time

12.8.1 When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

12.8.2 Except as excluded under **Section 12.8.1**, the Contract Times and all other periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as legal holidays by **Section 12.8.4**.

12.8.3 The standard workdays for State projects are Monday through Friday, excluding legal holidays.

12.8.4 Legal holidays are as follows:

12.8.4.1 New Year's Day – First Day in January;

12.8.4.2 Martin Luther King Jr. Day – Third Monday in January;

12.8.4.3 Washington-Lincoln (President's) Day – Third Monday in February;

12.8.4.4 Memorial Day – Last Monday in May;

12.8.4.5 Independence Day – Fourth day of July;

12.8.4.6 Labor Day – First Monday in September;

12.8.4.7 Columbus Day – Second Monday in October;

12.8.4.8 Veterans' Day – Eleventh Day of November;

12.8.4.9 Thanksgiving Day – Fourth Thursday of November; and

12.8.4.10 Christmas Day – Twenty-fifth day of December.

12.8.5 If a legal holiday falls on a Saturday, it is observed on the preceding Friday. If a legal holiday falls on a Sunday, it is observed on the following Monday.

12.9 Time of the Essence

12.9.1 Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing the Agreement, the Contractor acknowledges that the Contract Times are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. By signing the Construction Schedule, the Contractor acknowledges that the specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

12.9.1.1 The Notice to Proceed establishes the date for commencement of the Work.

12.9.1.2 The Contractor acknowledges that the Owner has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the associated Contract Time.

12.9.1.3 The Contractor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Construction Progress Schedule.

12.9.1.4 The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the Contract Times under **Article 8**, unless otherwise required by ORC Section 4113.62.

12.10 Successors and Assigns

12.10.1 The Contracting Authority and Contractor each bind themselves, their successors, assigns, and legal representatives, to the other party to this Contract and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Contract.

12.10.2 The Contracting Authority and Contractor each acknowledge that the Owner is an intended third-party beneficiary of this Contract.

12.10.3 The Contractor shall not assign, or transfer any right, title, or interest in this Contract without the Contracting Authority's prior written consent.

12.11 Extent of Contract

12.11.1 Entire Contract. The Contract Documents represent the entire and integrated agreement between the

Contracting Authority and Contractor and supersede all prior negotiations, representations, or agreements, either written or oral.

12.11.2 Multiple Counterparts. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

12.11.3 Captions. The captions and headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

12.11.4 Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Contract, the provisions of this Contract shall prevail.

12.12 Severability

12.12.1 If any term or provision of this Contract or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by Applicable Law.

12.13 Electronic and Facsimile Signatures

12.13.1 Any party hereto may deliver a copy of its counterpart signature page to this Contract via electronic signature software, fax, e-mail, or web-based project management software. Each party hereto shall be entitled to rely upon an electronic, scanned, or facsimile signature of any other party delivered in such a manner as if such signature were an original.

12.14 No Third-Party Interest

12.14.1 Except as expressly provided under Sections 6.2.3 through 6.2.5 and Section 12.10.2, (1) no person or entity, other than the Contracting Authority and Contractor, will have any right or interest under the Contract, and (2) the Contract does not create a contractual relationship of any kind between any people or entities other than the Contracting Authority and Contractor.

12.15 Ohio Retirement System

12.15.1 All individuals employed by the Contractor that provide personal services to the Contracting Authority or Owner are not public employees for the purposes of ORC Chapter 145, as amended.

12.15.2 If the Contractor is a PERS retirant, as defined by ORC Section 145.38, the Contractor shall notify the Contracting Authority of such status in writing prior to commencement of Work. The Contracting Authority, Owner, or State is not responsible for changes to the Contractor's retirement benefits resulting from entering into this Contract.

12.16 No Waiver

12.16.1 The failure of the Contracting Authority or Contractor to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract or to exercise any rights under the Contract or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

12.17 Rights and Remedies

12.17.1 The duties, obligations, rights, and remedies under the Contract are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Applicable Law.

12.18 Survival of Obligations

12.18.1 All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Contract, will survive final payment, completion and acceptance of the Work, and termination or completion of the Contract.

END OF DOCUMENT



APPENDIX A

**"APPENDIX A" OF THE STATE EEO BID CONDITIONS
MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES**

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

AKRON		CINCINNATI		CLEVELAND	
All Trades	10%	<u>Trade</u>		<u>Trade</u>	
		Asbestos Workers	9%	Asbestos Workers	17%
		Boilermakers	9 %	Boilermakers	10%
		Carpenters	10%	Carpenters	16%
COLUMBUS					
All Trades	10%	Elevator Constructors	1%	Electricians	20%
		Floor Layers	10%	Elevator Constructors	20%
		Glaziers	10%	Floor Layers	11%
		Lathers	10%	Glaziers	17%
DAYTON					
All Trades	11%	Marble, Tile, Terrazzo	8%	Ironworkers	13%
		Millwright	10%	Operating Engineers	17%
		Operating Engineers	11%	Painters	17%
		Painters	11%	Pipefitters	17%
TOLEDO					
All Trades	9%	Pipefitters	11%	Plasterers	20%
		Plasterers	10%	Plumbers	17%
		Plumbers	11%	Roofers	17%
YOUNGSTOWN					
All Trades	9%	Sheet Metal Workers	11%	Other Trades	17%
		Other Trades	11%		

APPENDIX

B

"APPENDIX B" OF THE STATE EEO BID CONDITIONS
SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

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

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

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

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

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

(6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area. To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

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

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

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

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

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action-oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 6020).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

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

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

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

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

APPENDIX C

**"APPENDIX C" OF THE STATE EEO BID CONDITIONS
FEMALE UTILIZATION GOALS**

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

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

RESOLUTION NO. 64-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE MONROE BICENTENNIAL COMMONS DARK FIBER EXTENSION PROJECT AND TO AUTHORIZE THE EXPENDITURE OF THE CITY'S MATCHING FUNDS, IF SELECTED.

WHEREAS, Butler County is seeking applications for the Community Development Block Grant Public Facilities & Infrastructure program, which provides funds to government agencies to develop or rehabilitate community facilities and infrastructure in low-moderate income areas; and

WHEREAS, a community facility is defined as one that provides services to the local community for the orderly development of the community in a primarily low-moderate income area, and does not include private, commercial, or business undertakings; and

WHEREAS, the City of Monroe has areas of Low-Moderate Income Areas, including Census Tract 113, Block Groups 1 & 2; and

WHEREAS, Monroe Bicentennial Commons is located within this area, and the City seeks to extend dark fiber infrastructure to the park to support security systems and provide public Wi-Fi access, enhancing safety, connectivity, and accessibility for families visiting the park; and

WHEREAS, the City controls its own fiber network and can extend services to Monroe Bicentennial Commons from the existing fiber route at Hamilton Middletown Road and Canal Street; and

WHEREAS, the cost of this is estimated at \$75,050.75 over two phases, Phase 1 \$54,537.50 and Phase 2 \$20,513.25.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to apply for Community Development Block Grant funds for the Monroe Bicentennial Commons dark fiber extension project and to execute all documents and take all actions necessary to complete the application process.

SECTION 2: If selected for grant funding, the City Manager is hereby authorized to expend the City's portion of the project cost from the appropriate fund.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



DIRECTOR

David C. Fehr

ECONOMIC DEVELOPMENT

513.887.3412

AIRPORT

513.887.0444

COMMUNITY DEVELOPMENT

513.785.5391

BUILDING & ZONING

513.887.3205

PLANNING

513.887.3413

130 High Street, 6th Floor
Hamilton, Ohio 45011

513.887.3412
david.fehr@bcOhio.us
development.bcOhio.us

COMMISSIONER
Donald L. Dixon

COMMISSIONER
Cindy Carpenter

COMMISSIONER
T.C. Rogers

BUTLER COUNTY COMMUNITY DEVELOPMENT
2026 Application Information for CDBG & HOME Programs



2026 Program Information

Enclosed you will find the Application Packet for the 2026 Entitlement Program. Please ensure all information and documentation requested in the application has been included for a complete and concise project submission. This information provides the criteria to qualify projects at the federal level and to make informed and responsible recommendations at the local level.

Budget

The 2026 allocation has not been determined at this time. For planning purposes, the 2025 budget will be used until the 2026 allocations have been announced. In 2025, Butler County received \$1,318,153 in CDBG funds and \$766,119.62 in HOME funds.

Application Packet contains the following information:

- Income Limits
- Eligible/In Eligible Activities
- Butler County LMI Maps
- Income Survey Packet
- Neighborly Software Guide

CONSOLIDATED PLANNING COMMITTEE

The Consolidated Planning committee exists to provide insight and guidance to project selection, composed of individuals of varying backgrounds and experiences. The Consolidated Planning Committee takes part in reviewing all project submittals. The Committee will recommend the selection of projects to the Board of Commissioners, who will have the final determination of project funding.

The following agencies/departments represent the Consolidated Planning Committee:

- Butler County Engineer's Office
- Butler County Water & Sewer Dept.
- Butler County Dept. of Job & Family Services
- Butler County United Way
- Butler County Educational Service Center
- Butler County Mental Health and Addiction Recovery Board
- Butler County Department of Development

APPLICATION DUE: **by November 1, 2025 @ 4:00 p.m.**

APPLICATION GUIDELINES

1. All applications must be completed in its entirety upon submission.
2. Completed application must contain:
 - All requested information
 - Supplemental attachments (i.e.: income survey, *agreements, MOUs, maps, budgets, photos, etc.*)
 - Certified Cost Estimates (*if applicable include all costs for permits, engineering, advertising, etc.*)
 - Three Quotes if the project is under \$50,000.00
 - Formal approval of submission of application(s) with original signatures (*i.e.: resolution, ordinance, etc.*)
3. Incomplete or insufficient applications may not be considered.
4. Each application must be received no later than November 1, 2025 @ 4:00 p.m. by completing the application in Neighborly Software. Please contact our office if you need any technical assistance with the application.
5. **(For Townships Only) To request Estimates from Butler County Engineers Office:** Contact Melissa Taylor at BCEO by Phone: 785-4115 or email: TaylorM@bceo.org as soon as possible and before September 13, 2025. **BCEO will need 30 days' notice to provide an estimate before the application deadline.**
6. Any questions regarding this application should be directed to our office at: Olivia.Linderman@bcoho.gov
7. The 2026 Application Portal will be available on August 29, 2025, on the Butler County Website: bcoho.gov; search 2026 Application and select "Grant Application & Resources - Butler County."

2026 Schedule

August 19, 2025	Public Hearing
August 29, 2025	Application Packets Available
November 1, 2025	Project Applications Due
December 2025	Review of Projects
Jan.- Mar. 2026	Projects Selected & Adopt Action Plan
March 15, 2026	2026 Action Plan deadline to HUD
May 1, 2026	Program Year Starts
April 30, 2027	Program Year Ends

There will be a public hearing relative to the Entitlement Program on August 19, 2025, at 9:30 a.m. This will be held in the Commissioners' Chambers located on the second floor of the Butler County Government Services Center, 315 High Street, Hamilton, Ohio. The public hearing is for informational purposes; applicants are welcome to attend but this is not required. The tentative timetable may vary slightly due to the review process.

Regards,

BUTLER COUNTY COMMUNITY DEVELOPMENT DIVISION

Olivia Linderman

Olivia Linderman
Community Development Administrator

CC: David Fehr
File

Income Limits

for the Entitlement Program
Of Butler County, Ohio

FY 2025 Income Limits for CDBG & HOME

	Persons in Household							
Income Limits Category	1	2	3	4	5	6	7	8
Extremely Low (30%) Income Limits	23,500	26,850	30,200	33,550	37,650	43,150	48,650	54,150
Very Low (50%) Income Limits	39,150	44,750	50,350	55,900	60,400	64,850	69,350	73,800
Low (80%) Income Limits	62,650	71,600	80,550	89,450	96,650	103,800	110,950	118,100
Over Income Limits	62,651	71,601	80,551	89,451	96,651	103,801	110,951	118,101

* Data covers Cincinnati, OH-KY-IN HUD Metro FMR Area

* Effective Date: April 1, 2025

Eligible/ In-Eligible CDBG Activities

Eligible Public Facility and Improvement Projects	CDBG Conditions
Sewer and Water Facilities Streets and Sidewalks Curbs and Gutters Parks and Playgrounds Senior Citizens' Center Parking Lots or garages Utility Lines Recreation Center	These projects may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where it was determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as practicable to repair: ▶ Streets; ▶ Sidewalks; ▶ Parks; ▶ Playgrounds, ▶ Publicly owned utilities; and ▶ The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.
Police or Fire Station in which services to the public are actually provided (as opposed to administrative offices).	Fire protection equipment including fire trucks, fire fighters' protective clothing, "jaws of life," and other life-saving equipment are eligible for CDBG funding under Public Facilities and Improvements as this equipment is integral to the fire protection facility.
City Halls, or government centers	The Community Development Block Grant funds may be used by the grantee or other private or public non-profit organizations to develop, improve, or install a public facility <i>except for buildings used for the general conduct of government.</i> <i>"Buildings for the general conduct of government"</i> means: • City halls; • County administrative buildings; • State capital or office buildings; and • Other facilities in which the legislative, judicial, or general administrative affairs of government are conducted. In all cases, a National Objective must be met and eligible costs include: ▶ Energy improvements; ▶ Removal of architectural barriers – including those in a building used for the general conduct of government (typically city halls or county government centers) – however CDBG funds may be used in these buildings to remove architectural barriers that restrict the movement of the elderly or persons with severe disabilities, and ▶ Aesthetic improvements to public structures or buildings.
Aesthetic amenities on public land such as landscaping (trees, sculptures, pools of water and fountains and other works of art).	These include all improvements and facilities that are either publicly owned or that are traditionally provided by government, or owned by a non-profit, and operated so as to be open to the general public.
Jails or prisons	Jails are considered to benefit the entire community served by the facility and thus would may qualify under the L/M Income Benefit national objective only if the percentage of L/M income persons in the entire jurisdiction is sufficiently high to meet the "area benefit" test.
Library	Public facilities that serve the entire jurisdiction of the grantee, a main library for example, may qualify under the L/M Income Benefit national objective only if the percentage of L/M income persons in the entire jurisdiction is sufficiently high to meet the "area benefit" test.

Examples of how the use of CDBG for Public Facilities and Improvements meets one of the three National Objectives are listed below:

PUBLIC FACILITIES AND IMPROVEMENTS – MEETING A NATIONAL OBJECTIVE		
National Objective Subcategory	Conditions for Eligibility	Example
Low-Moderate Income Area Benefit (LMI)	A Facility or improvement will be used for a purpose that benefits all residents in a defined area primarily residential in which at least 51% are Low – Moderate Income households. Paying all or part of a special assessment on behalf of Low-Moderate Income households qualifies under this objective.	The Installation of paved streets, sidewalks, curbs and gutters in a predominantly Low-Moderate Income household neighborhood. CDBG funds pay the assessment made to Low-Mod Income household homeowners when a new water/sewer system is installed in their neighborhood.
Low-Moderate Income Limited Clientele (LMI)	Facility will be used by a specific group of people who are at least 51% of Low-Moderate Income households.	A rehabilitation of a home for use as a half-way house for runaway youth.
Low-Moderate Income Housing (LMI)	The Facility or Improvement exclusively benefits housing to be occupied by Low-Moderate Income household.	A parking lot and landscaping are improved on the site of a rental property with 51% Low-Moderate Income Households paying affordable rents.
Low-Moderate Income Jobs (LMI)	Public improvement is for an economic development project that creates or retains permanent jobs. If the CDBG cost per job is less than \$10,000 per full-time employee, the grantee must ensure that at least 51% of the jobs will be held by or will be available to Low-Moderate Income persons. If the CDBG cost per job is more than \$10,000 per full-time employee (FTE), the grantee must ensure that at least 51% of the jobs created in the entire service area benefiting from the improvement will be held by or available to Low-Moderate Income (LMI) persons.	A new water tower will enable factory expansion and owners to commit to hiring at least 51% of new permanent jobs to 51% of new permanent jobs to Low- Moderate Income (LMI) persons (Less than \$10,000 per full-time employee job). Construct a road expansion and water/sewer system project that is installed in an industrial park. (Cost is greater than \$10,000 per full-time employee job). All jobs in the service area that result from the CDBG improvements are subject to the 51% Low-Moderate Income benefit test.
Slums/Blighted Area	Public improvements and facilities are in a designated blighted area and activity addresses conditions that contributed to blight.	An outdated fire hall is rehabilitated and equipment is updated to prevent further loss of life and property due to fires.
Slums/Blight – Spot Areas	Public improvements or facility is outside designated blighted area and activity is limited to eliminate specific conditions of blight or decay.	A Historic library building located outside a designated area is rehabilitated.
Urgent Need	Acquisition, construction, or reconstruction of a public facility or improvement that is designed to alleviate recent serious and imminent threat to public health and safety and no other funds are available.	A Storm sewer system is reconstructed after a severe flood damaged it. All other funding sources are unavailable or exhausted.

Real Property & Housing Projects:

Eligible Real Property & Housing Projects	CDBG Conditions
Acquisitions of land or buildings – 570.201 (a)	- Activities that are eligible in support of new housing construction that include: - Acquisition of a site - Clearance of the site including clean up of contaminants - Site improvements while the property is still in public ownership - Disposition costs for properties acquired with CDBG funds that will be used for new construction *Note: Only a qualified non-profit organization that meets the criteria as a Community Based Development Organization (CBDO) is eligible to undertake new housing construction for renters or homebuyers with CDBG assistance.
Disposition – 570.201(b)	- CDBG funds may be used to dispose of property acquired with CDBG funds provided the property will be used to meet a National Objective. - The property may be sold at less than fair market value. - The reasonable cost to temporarily manage the property is also eligible. (There must be a planned re-use for the property.) - Costs may include legal fees, surveys, market studies, financial fees and other costs incurred in the transfer of property.
Clearance Activities – 570.201(d)	- Demolish buildings and improvements; - Remove rubble and debris after demolition; - Remove environmental contaminants or treat them to make them harmless; and - Move structures to other sites. Note: The demolition of HUD – assisted housing units may only be done with prior approval from HUD. This includes properties with project – based or development subsidies, Public Housing, or HOME – program properties in which affordability requirements have not expired.
Interim assistance – 570.201(f)	Interim assistance for limited activities in deteriorated areas that require immediate action.
Urban Renewal Projects – 570.201(h)	Payment of the cost of completing an urban renewal project funded under Title I of the Housing Act of 1949 as amended.
Relocation – 570.201(i)	- Relocation of payments and other assistance for permanently and temporarily relocated individuals families, - Businesses, - Non-profit organizations, and - Farm operations.
Loss of Rental Income – 570.201(j)	Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted.
Housing Services – 570.201(k)	Housing services in support of the HOME program, such as pre-purchase counseling or administrative costs to operate a tenant-based rental assistance program.
Privately Owned Utilities – 570.201(l)	CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.
Construction of Housing – 570.201(m)	CDBG funds may be used for the construction of housing.
Homeownership Assistance – 570.201(n)	Homeownership assistance, such as down payment assistance or mortgage interest subsidy for homebuyers.

Other CDBG Eligible Projects:

Eligible Project	CDBG Conditions
Micro – Enterprise Assistance – 570.201(o)	The provisions of assistance either through the recipient directly or through public or private organizations, agencies, and other sub-recipients (including non-profit and for-profit sub-recipients) to facilitate economic development by: • Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of micro-enterprises; • Providing technical assistance, advice, and business support services to owners of micro-enterprises and persons developing micro-enterprises; and • Providing general support, including but not limited to, peer support programs, counseling, child care, transportation, and other similar services, to owners of micro-enterprises and persons developing micro-enterprises.
Rehabilitation of buildings and improvements eligible for rehabilitation assistance – 570.202(a)	CDBG may be used to finance the rehabilitation of: • Privately – owned homes; • Publicly – owned residential housing; • Publicly or privately – owned commercial or industrial buildings; • Nonresidential buildings owned by nonprofits; and • Manufactured housing when it is part of the permanent housing supply.
Code Enforcement – 570.202(c)	• The costs of salaries and related expenses, such as legal costs, are included providing the code enforcement is carried out in a deteriorating or deteriorated area and • There are other public or private improvements, rehabilitation, or services that – together with the enforcement activity – are expected to stop the further decline of the area. Note: <i>The costs to correct violations are not included in this provision.</i>
Historic preservation. 570.202(d)	• CDBG funds may be used for the rehabilitation, preservation or restoration of historic properties, whether publicly or privately owned. • Historic properties are those sites or structures that are either listed in or eligible to be listed in the National Register of Historic Places, listed in a State or local inventory of historic places, or designated as a State or local landmark or historic district by appropriate law or ordinance. • Historic preservation is not authorized for buildings for the general conduct of government.
Renovation of closed buildings – 570.202(e)	• CDBG funds may be used to renovate closed buildings, such as closed school buildings, for use as an eligible public facility or to rehabilitate such buildings for housing.
Lead – based paint hazard, evaluation and reduction, and clearance – 570.202(f)	• Lead-based paint hazard evaluation and reduction as defined in section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851b).

The table below provides eligible Planning & Administration expenses.

Eligible Planning & Administration Projects 570.205 & 570.206
► Preparation of general plans such as the Consolidated Plan
► Functional plans such as housing plans
► Neighborhood plans and general historic preservation plans
► Policy planning, management, and capacity building activities
► Monitoring

The table below illustrates in-eligible CDBG activities and, if any, special conditions.

In-Eligible CDBG Project	In-Eligible Activities Descriptions Under 24 CFR 570.207
Buildings or Portions of Buildings used for the General Conduct of Government	Assistance for buildings or portions of buildings used for the general conduct of government (typically city halls or county government centers) – however CDBG funds may be used in these buildings to remove architectural barriers that restrict the movement of the elderly or persons with severe disabilities.
General Local Government Expenses	General local government expenses unless the expense is authorized under CDBG Entitlement rules or OMB Circular A-87; and.
Political Activities	- CDBG funds cannot be used to finance the use of facilities or equipment for any partisan political purpose including voter registration. - However, if a facility were originally CDBG-assisted, it may be used on an occasional basis for political meetings, forums, and voter registration, if all organizations have equal access to the building and all are charged equally for the use of the space.
Purchase of Equipment	- The purchase of equipment is generally ineligible. - Construction equipment may not be purchased with CDBG funds. Special Conditions to using CDBG funds for equipment: ▶ However, grantees may use CDBG funds to pay the cost to rent, pay depreciation, a use allowance, or lease construction equipment to undertake an otherwise eligible activity. ▶ The purchase of construction equipment for use in a solid waste disposal facility is not considered 'equipment' and is eligible under the category of Public Facilities and Improvements [570.201(c)].
Furnishings	- Furnishings and personal property that are not an integral structural fixture are generally ineligible. There are exceptions: ▶ Fire protection equipment including fire trucks, firefighter protective clothing, and other life-saving equipment is eligible for CDBG funding under Public Facilities and Improvements [570.201(c)] as this equipment is integral to the fire protection facility.
Operating & Maintenance Expenses	- Operating and maintenance expenses are generally ineligible. This includes the expense to repair, operate, or maintain public facilities, improvements, and services. Examples of Ineligible Costs include: ▶ The cost to maintain or repair publicly-owned streets, sidewalks, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with disabilities, parking lots or garages. ▶ Filling pot holes or sidewalk cracks, grass mowing in city or county parks, and the replacement of street light bulbs. ▶ Salaries and other similar expenses for staff to operate public works and facilities.
New Housing Construction	New housing construction is generally ineligible, unless undertaken by a qualified Community Based Development Organization (CBDO) under 570.207(b)(3).
Income Payments	- Under CDBG rules, this is defined as “a series of subsistence-type grant payments” made to a household for items such as rent, mortgage payments, (Note: a Section 8 tenant-based rental assistance program is not eligible under CDBG Program) food, clothing, or utilities. Special Conditions to using CDBG funds: ▶ The exception is: CDBG may be used to make one time grants, emergency assistance, or loans directly to providers of this assistance for a period not to exceed three months on behalf of a household under Public Services 570.201(e) and 570.207 (b)(4).

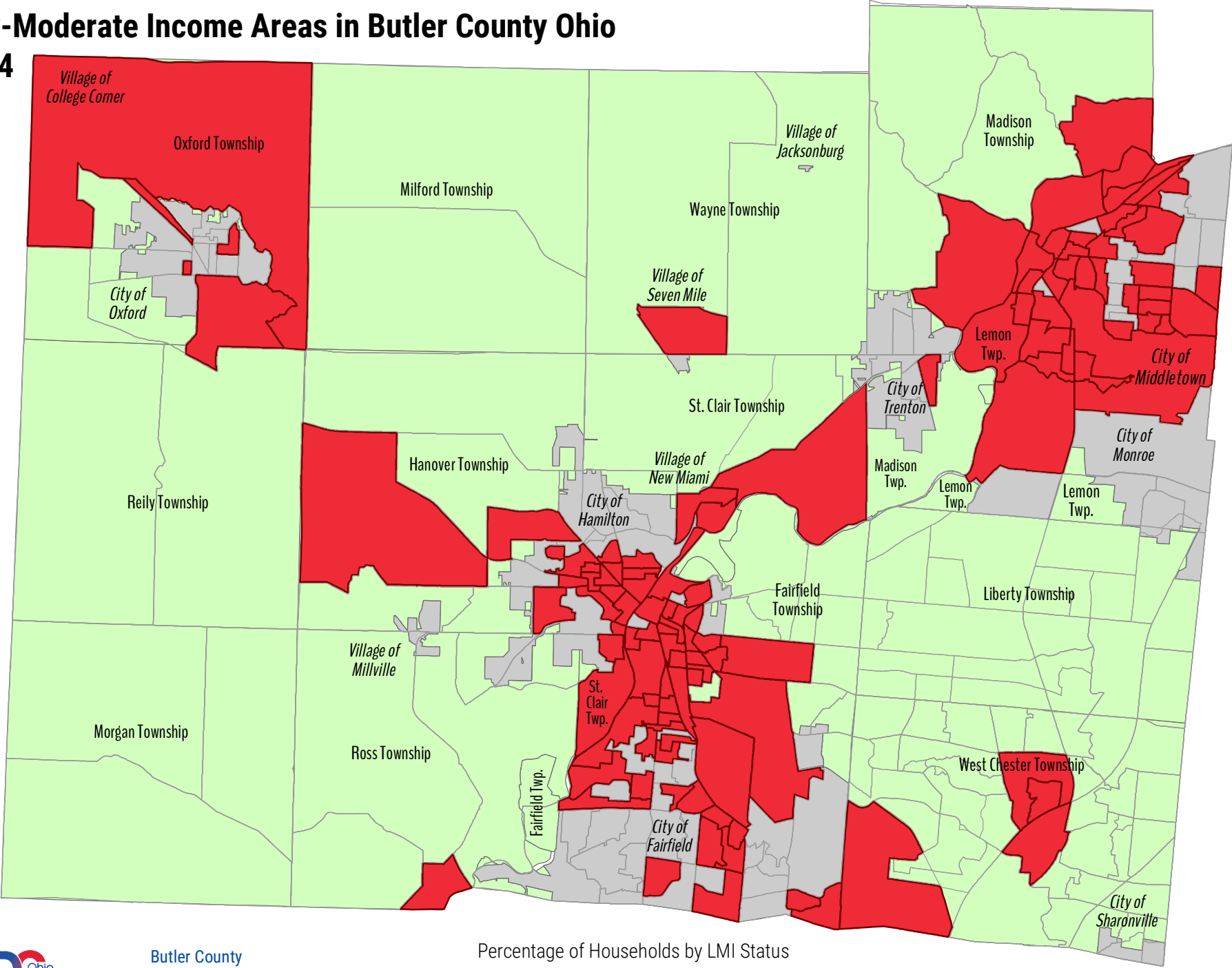
The table below provides CDBG documenting and reporting requirements.

CDBG Program	Documenting and Reporting Performance
Keeping Records	- Records must be kept for four years after project completion. - Experienced administrators keep some records indefinitely if they have long-term liability concerns, for example, on projects involving lead-based paid hazard control. - HUD does not specify who must keep the records, but the grantee is responsible that someone keeps them for the required period of time.
Types of Records to be Maintain	- The CDBG regulations at 570.506 categorize the types of records a grantee, subrecipient or contractor receiving CDBG funds must keep. Individual Activity or Project Records ▶ Description of each project, location, amount of CDBG assistance budgeted, obligated and expended. ▶ Sources and uses of funds, including CDBG, and all others. ▶ Compliance with Eligibility and National Objectives under 570.208. CBD0 Records ▶ Evidence that CBD0s meet designation requirements during the period when they are receiving an allocation of CDBG funds to undertake special activities.
Financial Record Keeping – 570.502 & 570.506	Subrecipients must keep adequate records that comply with the applicable requirements of 24 CFR 85 and OMB Circulars. The financial records that must be maintained include: ▶ A chart of accounts that lists all the names and numbers assigned to each account; ▶ Accounting journals and ledgers ▶ Source documentation that costs were eligible and paid (invoices, purchase orders, canceled checks, etc.) ▶ An inventory of real property ▶ Bank account records ▶ Records regarding revolving loan fund activities ▶ Drawdown requests ▶ Payroll records and reports ▶ Documentation of other administrative costs charged ▶ Financial reports ▶ Audit files ▶ Financial correspondence

HOME Program	Eligible Uses of HOME Funds
Eligible Activities HOME funds may be used to:	*Provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers *Construct or rehabilitate housing for rent or ownership *Acquire or improve sites for affordable housing development *Demolish dilapidated housing to make way for HOME assisted development *Provide tenant based rental assistance *Pay Relocation costs associated with HOME housing projects *Pay soft costs related to HOME assisted housing projects

Low-Moderate Income Areas in Butler County Ohio

2024



Percentage of Households by LMI Status

Less than 51% LMI
 51% LMI and Greater

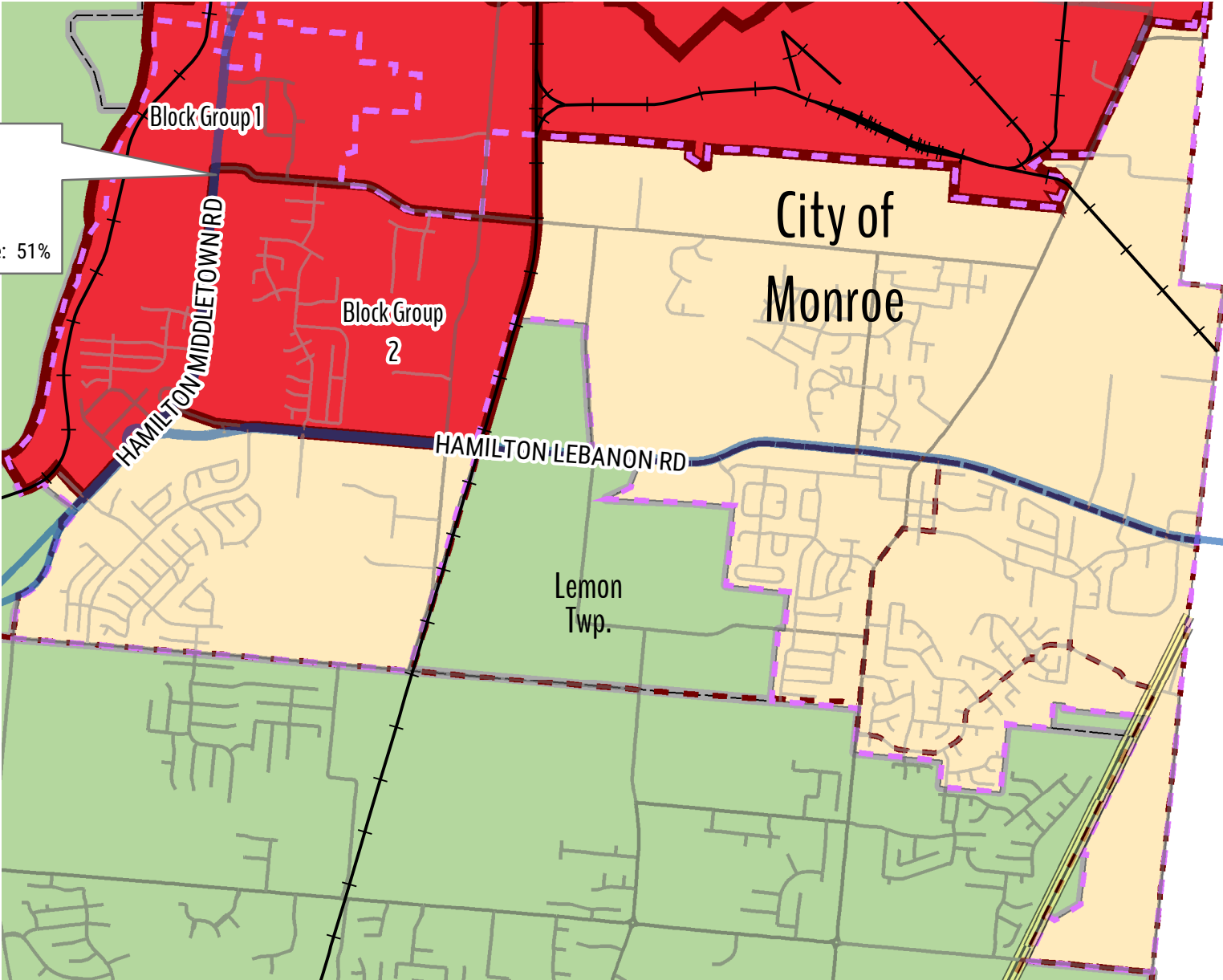


Map Date: 8/8/2024

Low-Moderate Income Areas, City of Monroe

2024

Block Group 1 & 2,
Census Tract 113
Population: 885
Low/Mod: 455
Low/Mod Percentage: 51%



Butler County
Department of Development
Butler County Administrative Center
130 High St, Hamilton, Ohio 45011

Percentage of Households by LMI Status

Less than 51% LMI	51% LMI and Greater
-------------------	---------------------



Map Date: 8/13/2024



3611 Hamilton-Middletown Road - Hamilton, Ohio 45011-2241 - voice 513.867.1028 - fax 513.867.0754 - www.swoca.net

Kacey Waggaman
City of Monroe
233 S Main St
PO Box 330
Monroe, Ohio 45050-0330

10/17/2025

Kacey,

SWOCA is pleased to present City of Monroe with this Project proposal as listed below.

Quote # MOC-PR-260163

City of Monroe Phase 1 Bicentennial Park Dark Fiber Quote

Desc	QTY	per	Each	Ext
Professional Services				
Phase 1 Fiber CAD Prints	1	Each	1,312.50	1,312.50
Private Easement CSX Rail Permitting	1	Each	26,250.00	26,250.00
CSX Flagging Fees (Estimated)	1	Each	3,675.00	3,675.00
Boring - (2) HDPE 1.25" & Tracer	850	Each	15.75	13,387.50
Railroad Depth & Pipe Casing Requirement (Adder)	400	Each	21.50	8,600.00
F&I HH (24*36*30)	1	Each	1,312.50	1,312.50
Group subtotal:				54,537.50
Total (USD):				54,537.50

Note: Due to Market volatility, pricing Valid for 30 days. Third party cost overruns are possible, and will be mutually agreed upon before being incurred.

Signature for City of Monroe

Name/Title

Acceptance Date

To proceed with this order, please submit your purchase order referencing quote MOC-PR-260163 along with this acceptance to finance@swoca.net.

Any quote or line item marked "Budgetary" is for planning purposes only, Purchase orders can NOT be accepted for these items.

SWOCA

3611 Hamilton Middletown Rd
Hamilton, OH 45011





3611 Hamilton-Middletown Road - Hamilton, Ohio 45011-2241 - voice 513.867.1028 - fax 513.867.0754 - www.swoca.net

Kacey Waggaman
City of Monroe
233 S Main St
PO Box 330
Monroe, Ohio 45050-0330

10/17/2025

Kacey,

SWOCA is pleased to present City of Monroe with this Project proposal as listed below.

Quote # MOC-PR-260164

City of Monroe Phase 2 Bicentennial Park Dark Fiber Quote

Item	Desc	QTY	per	Each	Ext
Fiber Construction					
CADPRT	CAD Construction Prints	1	Each	787.50	787.50
Group subtotal:					787.50
Professional Services					
	City/ County Permitting (if required)	1	Each	787.50	787.50
	Boring - (2) HDPE 1.25" & Tracer	675	Each	15.75	10,631.25
	F&I 48 SMF	2,000	Each	2.00	4,000.00
	F&I HH (24*36*30)	1	Each	1,312.00	1,312.00
	Fiber Splicing Services Night/ Day Rate	1	Each	1,995.00	1,995.00
	FDP's, bulkheads, trays, pigtails, consumables	2	Each	500.00	1,000.00
Group subtotal:					19,725.75
Total (USD):					20,513.25

Monroe Bicentennial Commons - Phase 2
CAD Construction Prints
City/ County Permitting (if required)
Boring - (2) HDPE 1.25" & Tracer
F&I 48 SMF
F&I HH (24*36*30)
Fiber Splicing Services
Night/ Day Rate

To proceed with this order, please submit your purchase order referencing quote MOC-PR-260164 along with this acceptance to finance@swoca.net.

Any quote or line item marked "Budgetary" is for planning purposes only, Purchase orders can NOT be accepted for these items.

SWOCA

3611 Hamilton Middletown Rd
Hamilton, OH 45011



FDP's, bulkheads, trays, pigtails, consumables

Note: Due to Market volatility, pricing valid for 30 days. Third party cost overruns are possible, and will be mutually agreed upon before being incurred.

Signature for City of Monroe

Name/Title

Acceptance Date

To proceed with this order, please submit your purchase order referencing quote MOC-PR-260164 along with this acceptance to finance@swoca.net.

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