Piqua Power System – Looney Rd. Roundabout Utility Relocation Trench Work

IFB # 1812

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS (I)

ARTICLE 1 Defined Terms
ARTICLE 2 Copies of Bidding Documents
ARTICLE 3 Qualifications of Bidders
ARTICLE 4 Examination of Bidding Documents, other Related Data, and Site
ARTICLE 5 Pre-Bid Conference
ARTICLE 6 Site and Other Areas
ARTICLE 7 Interpretations and Addenda
ARTICLE 8 Bid Security
ARTICLE 9 Contract Times
ARTICLE 10 Liquidated Damages
ARTICLE 11 Substitute and “Or-Equal” Items
ARTICLE 12 Subcontractors, Suppliers, and Others
ARTICLE 13 Preparation of Bid
ARTICLE 14 Basis of Bid; Evaluation of Bids
ARTICLE 15 Submittal of Bid
ARTICLE 16 Modifications and Withdrawal of Bid
ARTICLE 17 Opening of Bids
ARTICLE 18 Bids to Remain Subject to Acceptance
ARTICLE 19 Award of Contract
ARTICLE 20 Contract Security and Insurance
ARTICLE 21 Signing of Agreement
ARTICLE 22 Sales and Use Taxes
ARTICLE 23 Retainage
ARTICLE 24 Prevailing Wage Rates (SEPARATE ATTACHMENTS – 2 PARTS)
ARTICLE 25 Project Information Sheet
BID FORMS (B) (THESE DOCUMENTS NEED RETURNED TO THE CITY)

Bid Form
Bid Guaranty Bond
Non-Collusion Affidavit of Bidder
Delinquent Personal Property Taxes Affidavit of Bidder
Contractor's Qualification Statement
Schedule of Values

AGREEMENT FORMS (A) (FOR USE AFTER AWARD IS MADE)

Notice of Award
Agreement
Performance Bond
Maintenance and Guarantee Bond
Notice to Proceed
Application for Payment Form
Contractor's Affidavit, Final Estimate
Affidavit of - City Income Tax
Affidavit of Compliance, Prevailing Wages

STANDARD GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS (SC)

PAYROLL SUBMITTALS AND WAGE DETERMINATION (PW)

SPECIFICATIONS (S) (SEPARATE ATTACHMENTS)

General Notes
COP Standards
Joint Trench
Trench Details
MOT

BIDDERS LIST
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

A. **BIDDER** - The Individual or Entity who submits a Bid directly to the Owner.

B. **Issuing Office** - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

C. **Successful Bidder** - The lowest, responsible BIDDER submitting a responsive Bid to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

D. **Bid Security** - Bid Guarantee Bond in the form and amount as required by the City of Piqua - (5%), or a certified check, cashier’s check or letter of credit being not less than 5% of the gross bid amount.

E. **Performance Bond** – The Bond in the form and amount required by the City of Piqua - (100%).

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained as stated in the Advertisement or Invitation to Bid.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate BIDDERS’ qualifications to perform the Work, within five days of Owner’s request. BIDDER shall submit written evidence such as financial data, previous experience, present commitments, equipment manufacturers to be used, subcontractors, and other such data as may be called for.
ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA AND SITE

4.01 Subsurface and Physical Conditions

A. There were no soil borings performed on this site.

4.02 Underground Facilities

Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

A. The Supplemental Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of the reports and drawings referenced in paragraph 4.03.A will be made available by Owner to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which BIDDER is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. BIDDER is responsible for any interpretation or conclusion BIDDER draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERs with respect to subsurface conditions, other physical conditions and
Underground Facilities and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERs with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide BIDDER access to the Site to conduct such examinations, investigations, explorations, tests, and studies as BIDDER deems necessary for submission of a Bid. BIDDER must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 Reference is made to the Drawings for the identification of the general nature of work, if any, that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, Owner will provide to each BIDDER for examination access to or copies of Contract Documents, if any, (other than portions thereof related to price) for such other Work.

4.07 It is the responsibility of each BIDDER before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy BIDDER as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy BIDDER as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or
contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts of errors, ambiguities, or discrepancies that BIDDER discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to BIDDER and;

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this ARTICLE 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that BIDDER has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that BIDDER has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to BIDDER, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A Pre-Bid Conference will be scheduled for this project on Thursday, March 15, 2018 at 10:00 am at the Piqua Power System, 201 Hemm Ave., Piqua, Ohio.
ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be directed to Bob Bowman at bbowman@piquaoh.org in writing no later than Monday, March 19, 2018. Interpretations or clarifications considered necessary by Mr. Bowman and our Engineer in response to such questions will be issued by Addenda emailed, delivered, or faxed to all parties recorded by Engineer as having received the Bidding Documents. Questions received after this date may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 Each Bid must be accompanied by Bid Security made payable to Owner.

8.02 The Bid Security of Successful BIDDER will be retained until such BIDDER has executed the Contract Documents, furnished the required Contract Security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful BIDDER fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that BIDDER will be forfeited. The Bid Security of other BIDDERS’ whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or sixty-one days after the Bid opening, whereupon Bid Security furnished by such BIDDERS’ will be returned.

8.03 Bid Security of other BIDDERS’ whom Owner believes do not have a reasonable chance of receiving the award will be returned after the Bid opening.
ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, Individuals, or Entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful BIDDER, and any other BIDDER so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, Individuals, or Entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, Individual, or Entity if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, Individual, or Entity, Owner may, before the Notice of Award is given, request apparent Successful BIDDER to submit a substitute in which case apparent Successful BIDDER shall submit an acceptable substitute, BIDDERS’ price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the contract award.

12.02 If apparent Successful BIDDER declines to make any such substitution, Owner may award the contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers, Individuals, or Entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any BIDDER. Any Subcontractor, Supplier, Individual, or Entity so
listed and against which Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, Individual, or Entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer (or the Issuing Office).

13.02 All blanks on the Bid Form must be completed by printing in ink or by typewriter and the bid signed. A bid price shall be indicated for each unit price item listed therein and in addition thereto make an extension based on the estimated quantities or the words “No Bid”, “No Charge”, or “Not Applicable” entered.

13.03 A Bid by corporations shall be executed in the corporate name by the president, vice-president, or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by partnerships shall be executed in the partnership name, signed by a partner (whose title must appear under the signature), and accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the BIDDERS’ name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

13.08 All names must be typed or printed in ink below the signatures.

13.09 All Bids shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 The Bid shall contain evidence of BIDDERS’ authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. State contractor license number for the state of the project, if any, shall also be shown on the Bid Form.
ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Schedule of Values Bid Form

A. BIDDERS shall submit a completed Schedule of Values on the Work listed in the Bid Form.

14.02 The Bid price shall include such amounts as the BIDDER deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

14.03 If applicable, Bid prices will be compared after adjusting for differences in the time designated by BIDDERS for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in ARTICLE 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective BIDDER is furnished one copy of the Bidding Documents including one copy each of the Bid Form and the Bid Bond. The copy of the Bid Forms is to be completed in their entirety and submitted with the Bid Security.

15.02 Bids shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project Title, the name and address of BIDDER and accompanied by the Bid Security and other required documents. If the Bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “BID ENCLOSED”.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by appropriate written documentation duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the date and time for the opening of Bids.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement and unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to BIDDERS' after the opening of Bids.
ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 19 - AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any BIDDER whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner may also reject the Bid of any BIDDER if Owner believes that it would not be in the best interest of the Project to make an award to that BIDDER. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful BIDDER.

19.02 More than one Bid for the same Work from an Individual or Entity under the same or different names will not be considered. Reasonable grounds for believing that any BIDDER has an interest in more than one Bid for the Work may be cause for disqualification of that BIDDER and the rejection of all Bids in which that BIDDER has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bids, Owner will consider the qualifications of BIDDERs and may consider the experience of Subcontractors, Suppliers, and other Individuals or Entities proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other Individuals or Entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of BIDDERS', proposed Subcontractors, Suppliers, Individuals or Entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the BIDDER whose Bid is in the best interest of the Project.
ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 ARTICLE 5 of the General Conditions as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to the Performance Bond and insurance. When the Successful BIDDER delivers the executed Agreement to Owner, it must be accompanied by the required Performance Bond and Certificate(s) of Insurance.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful BIDDER, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as thereto attached. Within 15 days thereafter, Successful BIDDER shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful BIDDER with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Owner is exempt from Sales Taxes on materials and equipment to be incorporated in the Work (Exemption No. 31-6000136). Such taxes on 40% of the project shall not be included in the Bid. Refer to paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning retainage are set forth in the Agreement.
ARTICLE 24: Prevailing Wage
- Separate attachments
**ARTICLE 25 - PROJECT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>This is five Joint Use trenches for the relocation of underground power and communication lines. Contractor will be responsible for digging, placing provided conduits (including gluing and installing pull string), and backfilling according to the plans. As shown on the accompanied drawing, the trenches will need to connect where a company’s line travels from one trench to another. Piqua is subcontracting out the work through this bid. The award of a contract is contingent upon the City of Piqua executing the primary contracts with AT&amp;T and Spectrum.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT FUNDING</td>
<td>City of Piqua</td>
</tr>
<tr>
<td>ENGINEER’S ESTIMATE</td>
<td>$90,375</td>
</tr>
<tr>
<td>PROJECT OWNER</td>
<td>Piqua Power System</td>
</tr>
</tbody>
</table>
| DESIGN CONSTRUCTION MANAGER | Marilyn Hemsworth  
City of Piqua Power System  
937-778-2077 |
| PROJECT ENGINEER | Amy Havenar, P.E.  
201 W. Water St.  
Piqua, Ohio 45356  
Phone: (937) 778-2044 |
| ADVERTISE DATE | March 8, 2018 |
| BID OPENING | Where: Piqua Power System  
201 Hemm Ave.  
Piqua, Ohio 45356  
When: March 23, 2018 @ 2:00 P.M. |
| FINAL COMPLETION DATE | June 1, 2018 |
| LIQUIDATED DAMAGES | $500 per Calendar Day |
| PLANS & SPECS COST | $0 - Download from our website www.piquaoh.org |
| OWNERS PROJECT REPRESENTATIVE | Bob Bowman  
(937) 778-2077 |
BID FORM

PROJECT IDENTIFICATION

Piqua Power System – Looney Rd. Roundabout Utility Relocation Trench Work

THIS BID IS SUBMITTED TO:

Piqua Power System
201 Hemm Ave.
Piqua, Ohio 45356

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into the Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the Bid Price and within the Contract Times and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instruction to BIDDERS’, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of the Owner.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

                   Number                   Date
                   Number                   Date
                   Number                   Date

B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. BIDDER has also probed the site for the depth to the existing rock on the site to base the Lump Sum Bid quantities and calculations, and accepts this function as part of this bid process.

E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto;

F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with other terms and conditions of the Bidding Documents;

G. BIDDER is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER; and

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed Individual or Entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any Individual or Entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5.01 BIDDER will complete the Work in accordance with the Contract Documents for the Looney Rd. Roundabout Utility Relocation Trench Work Package for the sum of: $\_

Sum written out in words: (__________________________________ Dollars).

6.01 BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following document is attached to and made a condition of this Bid:

A. Required Bid Security

8.01 Terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on ________________, 2018

If BIDDER is:

An Individual

By: ____________________ Name: ____________________

(Signature) (Typed or Printed)

Federal I.D. Number: ____________________

Doing business as: ____________________

Business Address: ____________________

Phone No.: ____________________ Fax No.: ____________________
A Partnership

[Blank lines]

By: ___________________________ Name: ___________________________
(Signature of Authorized Partner—attach evidence of authority to sign) (State of Formation of Partnership) (Typed or Printed)

Business Address: ___________________________________________________________________

Phone No.: ___________________________ Fax No.: ___________________________

Federal I.D. Number: ___________________________

A Corporation

[Blank lines]

(Corporation Name)

(State of Incorporation)

By: ___________________________ Name: ___________________________
(Signature of Officer Authorized to Sign – attach evidence of authority to sign) (Typed or Printed)

[Blank lines]

Business Address: ___________________________________________________________________

Phone No.: ___________________________ Fax No.: ___________________________

Federal I.D. Number: ___________________________
BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ______________ as principal (BIDDER) and ______________ as Sureties, are hereby held and firmly bound unto the Piqua Power System as OWNER (OWNER) in the penal sum of the dollar amount of the bid submitted by the principal to the OWNER on the ______ day of ________, 2018 to undertake the project known as Piqua Power System – Looney Rd. Roundabout Utility Relocation Trench Work.

The penal sum referred to herein shall be the dollar amount of the principal’s bid to the OWNER, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the OWNER, which are accepted by the OWNER. In no case shall the penal sum exceed the amount of __________ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal’s bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than 5% of the full amount of the bid including alternates, in dollars and cents.) 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 OWNER accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the OWNER the difference not to exceed five percent of the penalty hereof between the amount specified in the bid and such larger amount for which the OWNER may in good faith contract with the next lowest BIDDER to perform the work covered by the bid; or in the event the OWNER does not award the contract to the next lowest BIDDER and resubmits the project for bidding, the principal pays to the OWNER the difference not to exceed five percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective BIDDERS’, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the OWNER accepts the bid of the principal and the principal within fifteen days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contact; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the OWNER 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 the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on its bond and does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or in or to the plans and specifications.

WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this ______ day of ________, 2018.

BIDDER AS PRINCIPAL

Company name

Street

City State Zip

By:

Signature

Witness

Name and Title

SURETY

Surety's name and seal

Street

SURETY AGENT

Agency name

Street

By:

Signature (Attach Power of Attorney)

Witness

Name and Title
NON-COLLUSION
AFFIDAVIT OF BIDDER

State of Ohio, County of Miami
City of Piqua

________________________________________
(Name of Individual)

________________________________________
(Company Representing)

BEING DULLY SWORN, DOES DEPOSE AND SAY THAT (HE/SHE, THEY) RESIDE AT

________________________________________
(Resident Address)

AND THAT (HE/SHE IS, THEY ARE) THE ONLY PERSON(S) WITH SAID

________________________________________
(Name of Company)

(Company Address)

INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT: THAT THE
SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE
PROFITS THEREOF, WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK:
THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT
COLLUSION OR FRAUD, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF THE
PIQUA POWER SYSTEM – LOONEY RD. ROUNDABOUT UTILITY RELOCATION TRENCH WORK, IS
DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

________________________________________
Signature

________________________________________
Title

________________________________________
Company

________________________________________
Date

SUBSCRIBED TO AND SWORN TO THIS _______ DAY OF _____________, 2018

________________________________________
Notary Public
STATE OF OHIO
COUNTY OF MIAMI

I ______________________ am ______________________ (Title)

of ________________________________ (BIDDER)

(Address: Street, City, State, Zip)

Being first duly sworn deposes and says as follows:
(answering whichever is applicable by placing an “X” before Items 1 or 2.)

1. ( ) We are not charged with any delinquent personal property taxes on the general tax list of
   personal property in Miami County, Ohio.

2. ( ) We are charged with delinquent personal property taxes on the general tax list
   of Miami County, Ohio including unpaid penalties and interest in the amount of
   $______________.

Sworn and subscribed before me this _______________ day of ____________, 2018

(Signature)

Notary Public in and for said State

My Commission Expires: _________
NOTICE OF AWARD

Dated ______________________

TO:

(BIDDER)

(Address)

CONTRACT FOR:  Piqua Power System – Looney Rd. Roundabout Utility Relocation Trench Work

You are notified that your Bid dated ______________________ for the above Contract has been considered. You are the apparent Successful BIDDER and have been awarded a Contract for:

__________________________ (Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is ______________________ dollars ($__________________).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Additional sets of the Drawings may be requested at the pre-construction meeting for this project.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by ______________________.


2. You must deliver with the executed Contract Documents the Contract Security (Bond) as specified in the Instructions to Bidders (ARTICLE 20), and as further described in Article 5 of the General and Supplementary Conditions.

3. You must deliver with the executed Contract Documents the Certificates of Insurance as specified in the Instructions to Bidders (ARTICLE 20), and as further described in Article 5 of the General and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counter part of the Contract Documents.

City of Piqua

By: ______________________  ______________________

(Authorized Signature)  (Title)
AGREEMENT

THIS AGREEMENT is by and between the Piqua Power System (hereinafter called OWNER) and

(Hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This is five Joint Use trenches for the relocation of underground power and communication lines. Contractor will be responsible for digging, placing provided conduits (including gluing and installing pull string), and backfilling according to the plans. As shown on the accompanied drawing, the trenches will need to connect where a company’s line travels from one trench to another. Piqua is subcontracting out the work through this bid. The award of a contract is contingent upon the City of Piqua executing the primary contracts with AT&T and Spectrum. The work that is the subject of this bid shall be completed by June 1, 2018.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents is generally described is as follows:

Piqua Power System – Looney Rd. Roundabout Utility Relocation Trench Work

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by the Marilyn Hemsworth and Amy Havenar, P.E. who is hereinafter called ENGINEER and who is to act as OWNER’s representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

4.01 Time of the Essence
A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Completion and Final Payment.

A. The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before June 1, 2018.

4.03 Liquidated DAMAGES

A. CONTRACTOR and OWNER recognize that time is of the essence for this Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars ($500.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment, until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined at the prices stated in CONTRACTOR’S Bid, attached hereto.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with ARTICLE 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTORS’ Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraph 6.02.A.1 below. All such payments will be measured by the Unit Price Work based on the number of units completed.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as
ENGINEER may determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. ninety-two percent of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. ninety-two percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

c. when progress payments becomes due, the OWNER shall satisfy payment obligations by issuance of payment to the CONTRACTOR in an amount equal to one-hundred percent of the eligible payment due.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - DELETED

ARTICLE 8 - CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents;

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance of the Work;
C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied or assumes responsibility for having done so all additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto;

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents;

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents;

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents;

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR; and

J. the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents
A. The Contract Documents consist of the following:
   1. This Agreement (pages CO-1, & C-1 to C-5 inclusive).
4. General Conditions (pages 1 to 42, inclusive).
5. Supplementary Conditions (SC-1 to SC-8, inclusive).
7. Addenda number(s) _____, (inclusive).
8. CONTRACTOR’s Bid (pages B-1 to B-10, inclusive).
10. The following forms are provided for possible use after the Effective Date of the Agreement and are attached hereto:
   a. Application for Payment;
   b. Contractor’s Affidavit, Final Estimate; and
   c. Affidavit – City Income Tax
   d. Affidavit of Compliance, Prevailing Wages

B. The documents listed in paragraph 9.01 are included within this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this ARTICLE 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 OTHER PROVISIONS (Insert other provisions here, if applicable.)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on ________________, 2018 (which is the Effective Date of the Agreement.)

OWNER

City of Piqua

BY:

Gary A. Huff, City Manager

Witness

Address for giving notices:
201 W. Water Street
Piqua, Ohio 45356

(If CONTRACTOR is a corporation, or a partnership, attach evidence of authority to sign).

Email address for wage rate update notices:

CONTRACTOR

BY:

(Name and Title)

Witness

Address for giving notices:
CERTIFICATION OF FISCAL OFFICER

The undersigned, as Director of Finance of the City of Piqua, Ohio hereby certifies that funds sufficient to meet the requirement of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

BY: ___________________________ DATE: ___________________________
    Cynthia A. Holtzapple, Director of Finance

APPROVED BY OWNER’S LEGAL OFFICER

The undersigned, as Law Director of the City of Piqua, Ohio hereby approves this contract as to form.

BY: ___________________________ DATE: ___________________________
    Stacy M. Wall, Law Director
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

as principal (CONTRACTOR), and ___________________________ as Sureties, are

hereby held and firmly bound unto the Piqua Power System as OWNER (OWNER) in the penal
sum of _______________ Dollars ($________). (If the

foregoing blank is not filled in, the penal sum will be 100% of the full amount of the principal’s
bid amount, including alternates. Alternatively, if the blank is filled in, the amount stated must
not be less than 100% of the full amount of the bid amount, including alternates, in dollars and
cents.), for the payment of which 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 did on the ______ day of ____________, 2018, enter into a certain Contract with
the OWNER, to undertake the project known as Piqua Power System – Looney Rd. Roundabout
Utility Relocation Trench Work which said contract is made a part of this bond the same as
though set forth herein;

Now, if the said principal shall well and faithfully do and perform the things agreed by said
principal to be done and performed according to the terms of said contract; and shall pay all
lawful claims of subcontractors, material men, and laborers, for labor performed and materials
furnished in the carrying forward, performing, or completing of said contract; we agreeing and
asserting that this undertaking shall be of the benefit of any material man or laborer having a just
claim, as well as for the OWNER 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 the said contract or in or to the plans or 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 to the terms of the Contract or in or to the plans or
specifications.
WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this ______ day of __________, 2018.

CONTRACTOR AS PRINCIPAL

______________________________
Company name

___________________________  __________________________
Street                        City                State     Zip

BY:

___________________________  __________________________
Signature                    Witness

______________________________
Name and Title

SURETY

______________________________
Surety's name

___________________________  __________________________
Street                        City                State     Zip

SURETY AGENT

______________________________
Agency name

___________________________  __________________________
Street                        City                State     Zip

BY:

___________________________  __________________________
Signature (Attach Power of Attorney)    Witness

______________________________
Name and Title

APPROVED BY OWNER’S LEGAL OFFICER

The undersigned, as Law Director of the City of Piqua, Ohio hereby approves this document as to form and correctness.

BY: __________________________ DATE: __________________________

Stacy M. Wall, Law Director
MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____________________________
as principal (CONTRACTOR), and _____________________________ as Sureties, are
hereby held and firmly bound unto the Piqua Power System as OWNER (OWNER) in the penal
sum of _____________________________ dollars ($________________). (If
the foregoing blank is not filled in, the penal sum will be 100% of the full amount of the
principal’s final contract amount, including alternates. Alternatively, if the blank is filled in, the
amount stated must not be less than 5% of the full amount of the final contract amount, including
alternates, in dollars and cents.) to be paid to said OWNER for the payment of which well and
truly to be made, we hereby jointly and severely bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Whereas the above named principal did on the ____ day of __________, 2018, enter into a
certain Contract with the OWNER, to undertake the project known as Piqua Power System –
Looney Rd. Roundabout Utility Relocation Trench Work which said Contract is made a part of
this bond the same as though set forth herein;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and
under said Contract, the above-named principal has agreed with the OWNER that for a period of one
(1) year after the date of final payment and acceptance (as that term is defined in the Contract
Documents), to keep in good order and repair any defect in the Work done under said Contract either
by the principal, or subcontractors or material suppliers, that may develop during said period due to
improper materials, defective equipment, workmanship or arrangements, and any other Work
affected in making good such imperfections, shall also be made good without expense to the
OWNER, excepting only such part or parts of said Work as may have been disturbed without the
consent or approval of the principal after the final acceptance of the Work, and that whenever
directed so to do by the OWNER by notice served in writing, either personally or by mail on the
principal or on the Surety will proceed at once to make such repairs as directed by said OWNER;
and in case of failure so to do within one week from the date of service of such notice, or within
reasonable time not less than one week, as shall be fixed in said notice, then the OWNER shall have
the right to purchase such materials and employ such labor and equipment as may be necessary for
the purpose, and to undertake, do and make such repairs, and charge the expense thereof, to and
receive same from said principal or Surety. If any repair is necessary to be made at once to protect
life and property, then and in that case, the OWNER may take immediate steps to repair or barricade
such defects without notice to the principal. In such case, the OWNER shall not be held to obtain
the lowest figures for the doing of the Work, or any part thereof, but all sums actually paid therefore
shall be charged to the principal or Surety. The judgment of the OWNER is final and conclusive as
to the principal and the Surety. If the said principal for a period specified in paragraph 13.07 of the
General Conditions shall keep said Work so constructed under said Contract in good order and
repair, excepting only such part or parts of said Work which may have been disturbed without the
consent or approval of said principal after the final acceptance of the same, and shall whenever
notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or
shall reimburse said OWNER for any expense incurred by making such repairs, should the principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend, and save harmless the OWNER from all suits and actions for damages of every name and description brought claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, subcontractors, suppliers, servants, agents, or employees, in the prosecution of the Work included in said Contract, then the above obligation shall be void, otherwise to remain in full force and effect.

WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of ____________, 2018.

CONTRACTOR AS PRINCIPAL

__________________________________________________________
Company name

__________________________________________________________
Street

__________________________________________________________
City     State     Zip

________________________
BY:                      _________________________
Signature                  Witness

________________________
Name and Title

SURETY

__________________________________________________________
Surety's name

__________________________________________________________
Street

__________________________________________________________
City     State     Zip

SURETY AGENT

__________________________________________________________
Agency name

__________________________________________________________
Street

__________________________________________________________
City     State     Zip

________________________
BY:                      _________________________
Signature (Attach Power of Attorney)                  Witness

________________________
Name and Title

APPROVED BY OWNER’S LEGAL OFFICER
The undersigned, as Law Director of the City of Piqua, Ohio hereby approves this document as to form and correctness.

________________________     _________________________
BY:                      DATE:                      

Stacy M. Wall, Law Director
NOTICE TO PROCEED

DATED: ________________

TO: __________________________________________
    (Contractor)

ADDRESS: __________________________________________

CONTRACT FOR - Piqua Power System — Looney Rd. Roundabout Utility Relocation Trench Work

You are notified that the Contract Times under the above Contract will commence to run on ________________. By that date, you are to start performing your obligations under the Contract Documents. In accordance with ARTICLE 4 of the Agreement the Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before Sixty (60) days after the Notice to Proceed is issued.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and OWNER must each deliver to the other (with copies to the ENGINEER and other identified additional insured) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents and as further described in section 5.04 of the Supplementary Conditions.

Also, before you may start any Work at the Site, you must: (add other requirements)

______________________________________________________________________________

OWNER

Piqua Power System

BY: __________________________________________
    (Authorized Signature)

Piqua Power System Director
    (Title)
APPLICATION FOR PAYMENT NO. ______

Owner: Piqua Power System
Contractor: 
Engineer: Marilyn Hemsworth and Amy Havenar, P. E. Project No. 1812

Period of Estimate: From ___________ To ___________

1. Original Contract Price: $ ___________
2. Net change by Change Order: $ ___________
3. Current Contract Price (1 plus 2) $ ___________
4. Work Completed* $ ___________
5. Stored Materials* $ ___________
6. Subtotal (4 plus 5) $ ___________
7. Total completed and stored to date: $ ___________
8. Retainage (per Agreement):
   8% of completed and stored to date: $ ___________
9. Total completed and stored to date less retainage (7 minus 8) $ ___________
10. Less previous Application for Payments $ ___________
11. DUE THIS APPLICATION (9 MINUS 10): $ ___________

* Detailed breakdown attached

CONTRACT TIME: On Schedule ☐ Yes ☐ No

CONTRACTOR'S CERTIFICATION:
The undersigned CONTRACTOR certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the Contract Documents, that all amounts have been paid by the CONTRACTOR for work for which previous payment estimates were issued and payments received from the owner, and that current payment shown herein is now due.

Dated _______ Contractor ______________________________ By: _______________________________

State of Ohio, County of ________________________________

Subscribed and sworn to before me this _______ day of _____________________, 2018.

_____________________________ My Commission expires: ________________________________

Notary Public

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _______ Project Inspector: ________________________________
CONTRACTOR’S AFFIDAVIT
Final Estimate

STATE OF OHIO  ss
COUNTY OF MIAMI

The undersigned, ____________________________ hereby represents that on ______________________ it was awarded a contract by the Piqua Power System, hereinafter called the OWNER, for the Piqua Power System – Looney Rd. Roundabout Utility Relocation Trench Work in accordance with terms and conditions of the Contract; and the undersigned further represents that the subject Work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of its indebtedness arising by reason of the said Contract has been fully paid or satisfactorily secured; and that all claims from Subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said Contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release, and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts, on the _______ day of _________________, 2018.

CONTRACTOR

________________________________________________

BY: ________________________________

TITLE: ________________________________

Subscribed and sworn to before me this ______ day of ________________, 2018.

________________________________________________
Notary Public

My Commission Expires __________________
AFFIDAVIT – CITY INCOME TAX

STATE OF OHIO ss
COUNTY OF MIAMI

_________________________ being first duly sworn deposes and says as follows:

1. That he holds the office of ________________________________ in the
   ________________________________ (Company), which Company duly
   executed a contract with the Piqua Power System, under date of ____________;

   That said Company has complied in all respects with the City of Piqua, Ohio Income Tax
   Ordinances and Regulations, as the same pertain to said Piqua Power System – Looney
   Rd. Roundabout Utility Relocation Trench Work;

3. More affiant sayth not

   ________________________________
   (Authorized Signature)

Swore to and subscribed in my presence this ________ day of ___________, 2018,
in ____________________ , Ohio.

_________________________ SEAL
   (Notary Public)
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

Piqua Power System – Looney Rd. Roundabout Utility Relocation Trench Work, Piqua,
Ohio 45356
(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 ________________,
2018.

__________________________
(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.