

October 6, 2014

Attn: Prospective Bidder

Subject: City of Piqua Power System
69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements

Enclosed please find the Bid Packet describing the City of Piqua 69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements Project. For additional information regarding the project visit the City of Piqua web site at <http://www.piquaoh.org/bid.htm>. There you will find the plan holders list, a quantity sheet, and a project information sheet for the proposed improvements.

On October 6, 2014, the bid documents will be made available to bidders electronically.

If you have any questions, please feel free to contact us.

Sincerely,

Nick Berger
City of Piqua Power System

Attachments

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BID PACKET
City of Piqua Power System 69 kV Transmission Lines
Sub #4 to Sub #5 and Water Plant Pole Replacements

Sealed Bids for the 69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements will be received by Piqua Power System, 201 Hemm Avenue, Piqua, Ohio, until 10:00 a.m. on Friday, November 7, 2014 at which time they will be publicly opened and read.

In general, the project involves replacing in-place and upgrading several structures in two separate 69 kV transmission lines with three-phase 13.2 kV distribution underbuild.

The Bidding Documents, which include drawings and specifications, may be examined and obtained at Piqua Power System, 201 Hemm Avenue, Piqua, Ohio. The Bidding Documents, which includes drawings and specifications, will also be made available electronically in an invitation to bid.

Bids must be signed and submitted on the separate bidding forms included in the Bidding Documents.

Each Bid must contain the full name of the party or parties submitting the Bid and all persons interested therein. Each BIDDER must submit evidence of its experiences on projects of similar size and complexity. The owner requires that each BIDDER submit their intended timeframe to mobilize AND complete the project after the Notice to Proceed is issued. Work is to commence as soon as required materials are received by Piqua Power System and made available to the successful BIDDER.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the Equal Employment Opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders must comply with current Prevailing Wage Rates for Public Improvements in Miami County, Ohio as determined by the United States Department of Labor, Wage and Hour Division.

No BIDDER shall withdraw his Bid after the actual opening thereof.

The Owner reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid which is deemed by Owner to be most favorable to the Owner.

Beverly M. Yount, CPPB
Purchasing Analyst
City of Piqua

Res. No: R-3-14
Advertise: October 8, 2014 & October 16, 2014

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** – None required.
 - E. Performance Bond** – None required.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01** Complete sets of the Bidding Documents may be obtained as stated in the invitation to bid. The cost for obtaining the Bidding Documents is nonrefundable.
- 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 BIDDER's qualifications to perform the Work and to be considered eligible for the award of this project, BIDDER must submit written evidence at time of BID submission the BIDDERS previous experience. Previous experience must include a minimum of one (1) Project similar to size and scope of the 69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements described herein.
- 3.02** The City of Piqua may choose to not award a contract to the lowest BIDDER should the requirements of Article 3, 3.01 not be complied with.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

- A.** The Supplementary Conditions identify:
 - 1.** those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents;
 - 2.** those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents;
- B.** Copies of reports and drawings referenced in paragraph 4.01.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 4.02 of the General Conditions, if any, has been identified and established in paragraph 4.02 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 in such reports or shown or indicated in such drawings.

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 not be scheduled for this project.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are ultimately the responsibility 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 Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, delivered, or faxed to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids 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 Not required.

8.02 Not required.

8.03 Not required.

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 All materials to complete the project will be supplied by the Owner. Therefore, 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.

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, BIDDER's 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 BIDDER’s name and official address.
- 13.07** A Bid by a joint venture shall be executed by each joint venturer 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 BIDDER’s 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 Unit Price

- A.** BIDDERS shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form.
 - B.** The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
 - C.** Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 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.
- 14.04** The required construction timeframe for the project will begin January 1, 2015 and end April 30, 2015. The 69kV circuit can be de-energized, but the 13.2kV circuit must remain energized during the construction process. It is preferred that conductors be spread out on hot arms, but poles may be leaned if necessary to complete construction within the allotted timeframe.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01** Each prospective BIDDER is furnished one copy of the Bidding Documents. The copies of the Bid Forms are to be completed in their entirety.
- 15.02** Bids shall be submitted no later than the date and time prescribed and at the place indicated in the bid packet 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 bid packet 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 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. Owner will also evaluate the past performance of the BIDDER based upon Article 3, Section 3.01 and Section 3.02.
- 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 insurance. When the Successful BIDDER delivers the executed Agreement to Owner, it must be accompanied by the required Certificate(s) of Insurance. Said Certificate(s) of Insurance to include at a minimum the following:

“The following are additional insureds: The City of Piqua, Ohio, its elected and appointed Officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds whether other available coverage be primary, contributing or excess.”

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 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 RATES

24.01 The BIDDER to whom the Contract is awarded will be required to pay, at a minimum, the prevailing wage rate promulgated by the State. Applicable wage rates are included in the Bidding Documents.

ARTICLE 25 - ENGINEER'S ESTIMATE

25.01 None.

ARTICLE 26 – STANDARDS AND SPECIFICATIONS

26.01 The BIDDER to whom the Contract is awarded will be required to adhere to the Standards and Specifications supplied by the ENGINEER, which are included as an attachment to these bidding documents and by this reference are incorporated herein.

ARTICLE 27 - PROJECT INFORMATION SHEET

<p>DESCRIPTION</p>	<p>In general, the project involves replacing in-place and upgrading several structures in two separate 69 kV transmission lines with three-phase 13.2 kV distribution underbuild. Two wood poles will be replaced in the Sub #4 to Sub #5 Line, and nine wood poles will be replaced in the Water Plant Line. The underbuild on the Water Plant Line will also be upgraded from single-phase to three-phase at the time of construction. The proposed project will consist of single-pole construction (weathering steel wood-pole class equivalent poles) with the transmission circuit supported on horizontal post insulators and the distribution circuit supported on braceless fiberglass crossarms. A number of third party attachments exist along the line routes and will be transferred to new structures during construction.</p>
<p>PROJECT FUNDING</p>	<p>100% Funded by the City of Piqua</p>
<p>ENGINEER'S ESTIMATE</p>	<p>None</p>
<p>PROJECT OWNER</p>	<p>City of Piqua</p>
<p>PROJECT ENGINEER</p>	<p>Power System Engineering, Inc.</p>
<p>INVITATION TO BID DATE</p>	<p>October 6, 2014</p>
<p>BID OPENING</p>	<p>Where: Piqua Power System 201 Hemm Avenue Piqua, Ohio 45356 When: November 7, 2014 @ 10:00 A.M.</p>
<p>PROJECT TIMELINE</p>	<p>January 1, 2015 to April 30, 2015</p>
<p>LIQUIDATED DAMAGES</p>	<p>\$500 per Calendar Day</p>
<p>PLANS & SPECS COST</p>	<p>None</p>
<p>PLANS & SPECS PURCHASE</p>	<p>Available on Website</p>
<p>OWNERS PROJECT REPRESENTATIVE</p>	<p>Nick Berger (937) 778-2077</p>

BID FORM

PROJECT IDENTIFICATION

City of Piqua Power System
69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements

THIS BID IS SUBMITTED TO:

City of Piqua
Power System
201 Hemm Avenue
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 Bid packet 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 (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
 - 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 following prices:

Item Description	Approx. Quantities	Unit of Measure	Unit Material	Unit Labor	Unit Total	Total Cost
MOBILIZATION/DEMOBILIZATION	1	LS				
Conductor Installation						
2/0 ACSR – Unit is for pulling and installing two new phase conductors to convert 1ph into 3ph (transfer of existing conductors shall be included pole tope assembly prices)	3360	FOOT				
Pole Retirement						
70/- – 70' Pole Regardless of Class	1	EACH				
75/- – 75' Pole Regardless of Class	6	EACH				
80/- – 80' Pole Regardless of Class	1	EACH				
85/- – 85' Pole Regardless of Class	3	EACH				
Pole Sets						
70/H1 – 70' Class H1 Equivalent Steel Pole and Backfill	1	EACH				
75/1 – 75' Class 1 Equivalent Steel Pole and Backfill	1	EACH				
75/H1 – 75' Class H1 Equivalent Steel Pole and Backfill	3	EACH				
75/H2 – 75' Class H2 Equivalent Steel Pole and Backfill	2	EACH				
85/H1 – 85' Class H1 Equivalent Steel Pole and Backfill	1	EACH				

Item Description	Approx. Quantities	Unit of Measure	Unit Material	Unit Labor	Unit Total	Total Cost
85/H2 –85' Class H2 Equivalent Steel Pole and Backfill	3	EACH				
Transmission Retirement Units						
TL-5 – Tangent Horizontal Line Post	10	EACH				
TL-8 – Vertical Double Deadend	1	EACH				
Transmission Construction Units						
TL-5 – Tangent Horizontal Line Post	9	EACH				
TP-69G – Tangent Horizontal Line Post	1	EACH				
TS-5G – Vertical Double Deadend	1	EACH				
Distribution Retirement Units						
A1.04N – Single Support (Narrow Profile)	1	EACH				
A1.6N – Single Support (Narrow Profile)	6	EACH				
A2.6N – Double Support (Narrow Profile)	5	EACH				
A4.1 – Deadend Angle	2	EACH				
A5.1 – Single Deadend	3	EACH				
C4 – Deadend Angle	1	EACH				
C9 – Tangent Double Support (Neutral on Crossarms)	1	EACH				
Distribution Construction Units						

Item Description	Approx. Quantities	Unit of Measure	Unit Material	Unit Labor	Unit Total	Total Cost
A4.1 – Deadend Angle	1	EACH				
A5.3 – Single Deadend	4	EACH				
A7A – Single Deadend on 8’ Crossarm Assembly	2	EACH				
A9-1P – Single Support on Crossarm	2	EACH				
C4 – Vertical Double Deadend Angle	1	EACH				
C7A – Single Deadend on Crossarm Assembly	1	EACH				
C9-2PL – Tangent Double Support (Neutral on Crossarms)	9	EACH				
UC2-1 – 3-Phase Cable Riser (includes field drilling)	1	EACH				
Ground Units						
TM-9S – Steel Pole Ground Connection	11	EACH				
Guy Retirement Units						
E1.1 – Single Down Guy of any Length	21	EACH				
Guy Construction Units						
E1-2 – Single Down Guy	4	EACH				
E6-2 – Double Down Guy	4	EACH				
E7-2 – Triple Down Guy	1	EACH				
TG-11A – Single Transmission Down Guy	12	EACH				

Item Description	Approx. Quantities	Unit of Measure	Unit Material	Unit Labor	Unit Total	Total Cost
Anchor Retirement Units						
F2.12 – Single Anchor of any Type	14	EACH				
Anchor Construction Units						
F1-4S – Single Helix Screw Anchor	4	EACH				
TA-2H – Double Helix Screw Anchor	8	EACH				
Transfer and Miscellaneous Units						
M-3PA – 3 rd Party Attachment of any Type (unit includes field drilling)	17	EACH				
P1.01 – Surge Arrester	3	EACH				
S1.01 – Cutout	1	EACH				
FDH – Field Drilled Thru-Hole not Included in other Units (final quantity is not known at this time)	30	EACH				
ROCK REMOVAL for setting new poles	20	FT				

Total for Base Bid Estimated Prices

_____ (\$ _____)
 (figures)

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

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 liquidated 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. Bid Security – None Required.

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 _____, 2014

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

(Partnership Name) (State of Formation of Partnership)

By: _____ Name: _____
(Signature of Authorized Partner—attach evidence of authority to sign) (Typed or Printed)

Business Address: _____

Phone No.: _____ Fax No.: _____

Federal I.D. Number _____

A Corporation

(Corporation Name)

(State of Incorporation)

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

(Title)

Business Address: _____

Phone No.: _____ Fax No.: _____

Federal I.D. Number: _____

**NON-COLLUSION
AFFIDAVIT OF BIDDER**

State of Ohio, County of Miami
City of Piqua

(Name of Individual)

(Company Representing)

BEING DULY 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 CONTACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF THE CITY OF PIQUA, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature

Title

Company

Date

SUBSCRIBED TO AND SWORN TO THIS _____ DAY OF _____, 2014

Notary Public

**DELINQUENT PERSONAL PROPERTY TAXES
AFFIDAVIT OF BIDDER**

STATE OF OHIO
COUNTY OF MIAMI

I _____ am _____
(Name) (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 \$_____.

(Signature)

Sworn and subscribed before me this
_____ day of _____, 2014

Notary Public in and for said State

My Commission Expires: _____

NOTICE OF AWARD

Dated _____

TO: _____
(BIDDER)

(Address)

CONTRACT FOR: 69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements

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:

69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements
(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 _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature on page A-8.
2. 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 counterpart of the Contract Documents.

City of Piqua

By: _____
(Authorized Signature)

(Title)

AGREEMENT

THIS AGREEMENT is by and between the City of Piqua (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:

Replacing in-place and upgrading the majority of structures in a 3 mile 69 kV transmission line with three-phase 13.2 kV distribution underbuild.

ARTICLE 2 - THE PROJECT

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

69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Power System Engineering, Inc. 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 the timeframe indicated by the BIDDER to mobilize AND complete the project after the Notice to Proceed is issued.

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 proceeding 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 CONTRACTOR's 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. When 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, will make progress payments prior to Substantial Completion in an amount equal to 50% of the Contract Price less the aggregate of payments previously made;
- b. When Work has been 100% 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, will make progress payments in an amount equal to 40% of the Contract Price (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 and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 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 A-1 to A-9, inclusive).
 - 2.** Notice to Proceed (A-14).
 - 3.** General Conditions (pages 1 to 42, inclusive).
 - 4.** Supplementary Conditions (SC-1 to SC-8, inclusive).
 - 5.** Wage Determination and Payroll Submittal
 - 6.** Addenda number(s) _____, (inclusive).
 - 7.** CONTRACTOR's Bid (pages B-1 to B-9, inclusive).
 - 8.** Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 9.** 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;
 - c.** Affidavit – City Income Tax; and
 - 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 _____, 2014 (which is the Effective Date of the Agreement.)

OWNER

CONTRACTOR

City of Piqua

BY:

BY:

Gary A. Huff, City Manager

(Name and Title)

Witness _____

Witness _____

Address for giving notices:

Address for giving notices:

201 Hemm Avenue
Piqua, Ohio 45356

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

Email address for wage rate update 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: _____
Cynthia Holtzapple, Director of Finance

DATE: _____

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: _____
Stacy M. Wall, Law Director

DATE: _____

Exhibit "C"

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 City of Piqua 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 severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Whereas the above named principal did on the ____ day of _____, 2014, enter into a certain Contract with the OWNER, to undertake the project known as 69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements 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

Exhibit "C"

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 _____, 2014.

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: 69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements

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 the timeframe indicated by the BIDDER to mobilize AND complete the project 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 insureds) 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

City of Piqua

BY: _____
(Authorized Signature)

(Title)

APPLICATION FOR PAYMENT NO. _____

Project: 69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements

Owner: City of Piqua

Contractor: _____

Engineer: Power System Engineering, Inc. Project No. _____

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 _____, 2015.

Notary Public My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____ Project Inspector: _____

Project 69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements

Application for Payment No. _____

Date _____

ITEM DESCRIPTION	APPROX UNIT QTY	UNIT OF MEASURE	UNIT MATERIAL	UNIT LABOR	UNIT PRICE	TOTAL PRICE	UNIT QUANTITY COMPLETED	AMOUNT COMPLETED AND STORED
MOBILIZATION/DEMOBILIZATION	1	LS						
Conductor Installation								
2/0 ACSR – Unit is for pulling and installing two new phase conductors to convert 1ph into 3ph (transfer of existing conductors shall be included pole tope assembly prices)	3360	FOOT						
Pole Retirement								
70/- – 70' Pole Regardless of Class	1	EACH						
75/- – 75' Pole Regardless of Class	6	EACH						
80/- – 80' Pole Regardless of Class	1	EACH						
85/- – 85' Pole Regardless of Class	3	EACH						
Pole Sets								
70/H1 – 70' Class H1 Equivalent Steel Pole and Backfill	1	EACH						
75/1 – 75' Class 1 Equivalent Steel Pole and Backfill	1	EACH						
75/H1 – 75' Class H1 Equivalent Steel Pole and Backfill	3	EACH						
75/H2 – 75' Class H2 Equivalent Steel Pole and Backfill	2	EACH						
85/H1 – 85' Class H1 Equivalent Steel Pole and Backfill	1	EACH						

ITEM DESCRIPTION	APPROX UNIT QTY	UNIT OF MEASURE	UNIT MATERIAL	UNIT LABOR	UNIT PRICE	TOTAL PRICE	UNIT QUANTITY COMPLETED	AMOUNT COMPLETED AND STORED
85/H2 –85' Class H2 Equivalent Steel Pole and Backfill	3	EACH						
Transmission Retirement Units								
TL-5 – Tangent Horizontal Line Post	10	EACH						
TL-8 – Vertical Double Deadend	1	EACH						
Transmission Construction Units								
TL-5 – Tangent Horizontal Line Post	9	EACH						
TP-69G – Tangent Horizontal Line Post	1	EACH						
TS-5G – Vertical Double Deadend	1	EACH						
Distribution Retirement Units								
A1.04N – Single Support (Narrow Profile)	1	EACH						
A1.6N – Single Support (Narrow Profile)	6	EACH						
A2.6N – Double Support (Narrow Profile)	5	EACH						
A4.1 – Deadend Angle	2	EACH						
A5.1 – Single Deadend	3	EACH						
C4 – Deadend Angle	1	EACH						
C9 – Tangent Double Support (Neutral on Crossarms)	1	EACH						
Distribution Construction Units								
A4.1 – Deadend Angle	1	EACH						

ITEM DESCRIPTION	APPROX UNIT QTY	UNIT OF MEASURE	UNIT MATERIAL	UNIT LABOR	UNIT PRICE	TOTAL PRICE	UNIT QUANTITY COMPLETED	AMOUNT COMPLETED AND STORED
A5.3 – Single Deadend	4	EACH						
A7A – Single Deadend on 8' Crossarm Assembly	2	EACH						
A9-1P – Single Support on Crossarm	2	EACH						
C4 – Vertical Double Deadend Angle	1	EACH						
C7A – Single Deadend on Crossarm Assembly	1	EACH						
C9-2PL – Tangent Double Support (Neutral on Crossarms)	9	EACH						
UC2-1 – 3-Phase Cable Riser (includes field drilling)	1	EACH						
Ground Units								
TM-9S – Steel Pole Ground Connection	11	EACH						
Guy Retirement Units								
E1.1 – Single Down Guy of any Length	21	EACH						
Guy Construction Units								
E1-2 – Single Down Guy	4	EACH						
E6-2 – Double Down Guy	4	EACH						
E7-2 – Triple Down Guy	1	EACH						
TG-11A – Single Transmission Down Guy	12	EACH						
Anchor Retirement Units								
F2.12 – Single Anchor of any Type	14	EACH						

ITEM DESCRIPTION	APPROX UNIT QTY	UNIT OF MEASURE	UNIT MATERIAL	UNIT LABOR	UNIT PRICE	TOTAL PRICE	UNIT QUANTITY COMPLETED	AMOUNT COMPLETED AND STORED
Anchor Construction Units								
F1-4S – Single Helix Screw Anchor	4	EACH						
TA-2H – Double Helix Screw Anchor	8	EACH						
Transfer and Miscellaneous Units								
M-3PA – 3 rd Party Attachment of any Type (unit includes field drilling)	17	EACH						
P1.01 – Surge Arrester	3	EACH						
S1.01 – Cutout	1	EACH						
FDH – Field Drilled Thru-Hole not Included in other Units (final quantity is not known at this time)	30	EACH						
ROCK REMOVAL for setting New Poles	20	FT						
BASE BID TOTAL								

Note: Total Contract Price should equal the Current Contract Price, which includes all Change Orders.

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 City of Piqua, Ohio, 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 69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements;

- 3. More affiant saeth not.

(Authorized Signature)

Swore to and subscribed in my presence this ____ day of _____, 2015,
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

69 kV Transmission Lines Sub #4 to Sub #5 and Water Plant Pole Replacements
(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 _____, 2015

(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.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-2.02 Delete GC-2.02.A in its entirety and insert the following in its place:

OWNER will furnish to CONTRACTOR up to four copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.03 Amend the last sentence of GC-2.03.A to read as follows:

In no event will the Contract Times commence to run later than the eighty-fifth day after the day of Bid opening or the Thirtieth day after the effective date of the Agreement, whichever date is earlier.

SC-4.01 Add the following language at the end of paragraph GC-4.01.C:

The OWNER shall provide permanent easements and temporary construction easements as shown on the Drawings for buried pipelines across private property. If the easements obtained are not sufficient for the Work, the CONTRACTOR shall obtain any additional easements required. There will be no additional compensation made for CONTRACTOR obtaining these easements, damages to private property outside easements, or additional cost to the CONTRACTOR because of the easements or lack thereof.

SC-4.02.A Add the following language after the first sentence of GC-4.02.A:

No existing reports and/or drawings of subsurface and physical conditions are available.

SC-4.06 Add the following language after the first sentence of GC-4.06.A:

No existing reports and/or drawings of Hazardous Environmental Conditions at the Site are available.

SC-5.01 Following GC-5.01.C add the following:

D. CONTRACTOR shall furnish a Maintenance and Guarantee Bond.

SC-5.03 Following GC 5.03.A add the following:

- B.** All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with the General and Supplementary Conditions of this contract shall contain:
1. an acknowledgement by signature of an agent or underwriter authorized to bind coverage for the insurer and indicate that contractual liability is provided.
 2. reference to all coverage, endorsements, and amounts.
 3. reference to all insured and additional insured.
 4. a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain provisions in accordance with paragraph GC-5.07.

SC-5.04 Add the following immediately after paragraph GC-5.04.B.7:

8. In the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$2,000,000.
9. the Comprehensive General Liability Coverage shall contain the following endorsement:

It is hereby understood and is agreed that such insurance as is provided shall include specific coverage for the so-called explosion (“Broad Form” if blasting operations utilized by the CONTRACTOR), collapse and underground hazards, including damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structures arising from operations under this Contract, including excavation or tunneling and damage sustained by wires, conduits, mains, sewers and the like, occasioned by the CONTRACTOR’s subsurface operations.”

- C.** The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverage for not less than the following amounts or greater where required by Laws and Regulations.
1. **Workers’ Compensations and related coverages**, etc. under paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$1,000,000
- 2. Contractor's General Liability** under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- a. General Aggregate (Except Products – completed operations): \$1,000,000
 - b. Products -- Completed Operations Aggregate: \$1,000,000
 - c. Personal and Advertising Injury (per Person/Organization): \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.
 - f. Excess Liability:

General Aggregate: \$1,000,000

Each Occurrence: \$1,000,000
- 3. Automobile Liability** under paragraph 5.04.A.6 of the General Conditions:
- a. Bodily Injury: Each person: \$500,000
Each accident: \$1,000,000

and
 - b. Property Damage: Each accident: \$100,000

or a

- c. Combined Single Limit of: \$1,000,000 each accident
- 4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. General Aggregate: \$1,000,000
 - b. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

SC-5.06.A Delete paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

- A. A CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:
 - 1. include the interest of OWNER, CONTRACTOR, subcontractors, suppliers, ENGINEER, ENGINEER's Consultants and any other Individuals or Entities identified in the Supplementary Conditions, and the elected and appointed officials, employees, agents and volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof representing the OWNER, and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured, whether other available coverage be primary, contributing, or excess;
 - 2. be written on a Builder's Risk, "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being

incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph GC-5.06.C. of the General Conditions.

SC-5.06.E Delete GC-5.06.E in its entirety.

SC-6.06.B Add the following sentence at the end of paragraph GC-6.06.B:

If requested by OWNER, CONTRACTOR must furnish names of Subcontractor, Suppliers or other persons or organizations within five days after Bid opening. See Instruction to Bidders, ARTICLE 12 for additional information.

SC-6.06.C Add the following sentence at the end of paragraph GC-6.06.C:

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other Individual or Entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of work performed for CONTRACTOR by a particular Subcontractor, Supplier, other Individual or Entity.

SC-6.10 Add the following paragraphs after GC-6.10.A:

B. The CONTRACTOR shall contact the OWNER'S purchasing agent who will issue a certificate exempting the CONTRACTOR from payment of sales tax on all materials furnished under this Contract.

C. All materials furnished under this CONTRACT are exempt from Federal Transportation Tax under Internal Revenue Code, Section 3475(b), as amended. The CONTRACTOR shall have all shipping papers clearly show that the construction material is consigned to the OWNER, in care of the CONTRACTOR. No certificates of exemption are required.

SC-12.01.B Amend the first sentence of GC-12.01.B to read as follows:

The value of any Work covered by a Change Order, any claim for an increase or decrease in the Contract Price, or any claim for damages shall be determined in one of the following ways:

SC-12.01.C.2.e Add the following at the end of paragraph GC-12.01.C.2.e:

Any change that results in a net decrease in cost shall include the appropriate overhead and profit added thereto calculated as set forth in ARTICLE 12 of the General Conditions.

SC-12.02.B Add the following paragraphs immediately after GC-12.02.B:

- C.** The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.
- D.** The CONTRACTOR will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- E.** If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

SC-13.07.A Amend the first sentence of GC-13.07.A. to read as follows:

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, or necessary to complete all Work required to correct defective or incomplete Work, any Work is found to be defective or incomplete, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective or incomplete Work, or if it has been rejected by OWNER, remove it from the Site and replace it with nondefective Work.

SC-14.05.A Add the following new paragraph immediately after paragraph 14.05.A.1 which is to read as follows:

2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such lists to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.2 shall be renumbered to 14.05.A.3.

SC-14.07.C Amend the first sentence of GC-14.07.C. to read as follows:

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR within ninety days.

PAYROLL SUBMITTALS AND WAGE DETERMINATION

1. PAYROLL SUBMITTALS

Each time a new prevailing wage rate is established by the Department of Industrial Relations, the new rate is then required to be paid on all ongoing public improvement projects. Contractors shall include these escalators in his Bid. There will be no addition to a Contractor's Contract due to a new prevailing wage rate being provided. Upon receipt from the director of industrial relations of a notice of a change in prevailing wage rates, a public authority shall, within seven working days after receipt thereof, notify all affected contractors and subcontractors with whom the public authority has contracts for a public improvement of the changes and require the contractors to make the necessary adjustments in the prevailing wage rates. Refer to Revised Section 4115.05 of the Ohio Revised Code.

Every contractor and subcontractor who is subject to Sections 4115.03 to 4115.16 of the Revised Code shall, as soon as he begins performance under his contract with any contracting public authority, supply to the prevailing wage coordinator of the contracting public authority a schedule of the dates during the life of his contract with the authority on which he is required to pay wages to employees. He shall also deliver to the prevailing wage coordinator a certified copy of his payroll, within two weeks after the initial pay date, and supplemental reports for each month thereafter which shall exhibit for each employee paid any wages, his name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages. If the life of the contract is expected to be no more than four months from the beginning of performance by the contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract.

The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

2. SECTION 4115.99

- A. Whoever violates Section 4115.08 or 4115.09 of the Revised Code shall be fined not less than twenty-five dollars nor more than five hundred dollars.
- B. Whoever violates Division (C) Section 4115.071, 4115.10 or 4115.11 of the Revised Code is guilty of a misdemeanor of the second degree for a first offense; for each subsequent offense such person is guilty of a misdemeanor of the first degree.

3. WAGE DETERMINATION (Obtain wage rates prior to advertising)

The attached pages are Prevailing Rates of Wages as ascertained by the Department of Industrial Relations for this project as provided in Section 4115.03 through 4115.14 of the Ohio Revised Code.

4. SECTION 4101:9-4-13 DUTIES OF CONTRACTORS

A. Every contractor and subcontractor on a public improvement project shall:

1. under his contract with any public authority or contractor of a public authority, supply the prevailing wage coordinator with all documentation and evidence required pursuant to Sections 4115.03 and 4115.16 of the Revised Code and these rules. Said contractor shall obtain from either the department or the public authority sufficient copies of all forms required to assure accurate and timely submission of all reports required by Sections 4115.03 to 4115.16 of the Revised Code and these rules;
2. as soon as he begins performance under his contract with any contracting public authority, supply the prevailing wage coordinator of the contracting public authority with a schedule of the dates during the life of his contract with the public authority on which he is required to pay wages to employees. The schedule of pay dates must not be greater than the periods required for reporting of payrolls as set forth below;
3. deliver certified copies of his payroll to the prevailing wage coordinator within two weeks after the initial pay date;
4. issue supplemental reports for each month thereafter if the estimated life of the project exceeds four months, and each week thereafter if the estimated life of the project is less than four months;
5. post in a prominent and accessible place on the Site of the work a legible statement of the schedule of wage rates specified in the contract for the various occupations of laborers, workmen, and mechanics employed. The notice must remain posted during the life of the contract and must be supplemented in its entirety whenever new wage rates schedules are issued by the department;
6. file with the contracting public authority, upon completion of the public improvement and prior to final payment, an affidavit stating that he has fully complied with the requirements of sections 4115.03 to 4115.16 of the Revised Code. The affidavit shall be signed and notarized;

7. on the occasion of the first pay date under a contract, issue to each employee not covered by a collective bargaining agreement or understanding between employees and bona fide organizations of labor an individual written notification containing all of the following information:
 - a. the occupation or occupations to which the employee is assigned;
 - b. the wage rate schedule issued by the department which is applicable to that occupation;
 - c. the base rate or hourly rate of pay;
 - d. the amount of fringe benefits credit; and
 - e. the identity of the prevailing wage coordinator, when the prevailing wage coordinator is appointed. In the event that the contractor is unable to identify the prevailing wage coordinator he shall contact the Department of Industrial Relations.
 8. failure to provide any information, reports, documents, or other evidence required by this rule or rules 4101:9-4-06 and 4101:9-4-07 of the Administrative Code is a violation of sections 4115.05 and 4115.071 of the Revised Code.
- B. For the purpose of paragraphs (A)(2) and (A)(3) of this rule, the initial and all supplemental payroll reports shall contain, at a minimum, the following:
1. the name and current address of each employee;
 2. the social security number of each employee;
 3. the occupation of each employee;
 4. the wage rate schedule fixed by the department of each occupation;
 5. each employee's basic hourly rate of pay;
 6. the number of hours worked on the project in the applicable pay schedule, the number of hours worked in each day, and the total number of hours worked each week;
 7. the amount of wages paid each employee;
 8. the amount of wages paid each employee as fringe payments, in accordance with rule 4101;9-4-06 of the Administrative Code;
 9. the amount of any deductions withheld from each employee's wages; and
 10. an accurate description of the nature of the deductions withheld from each employee's wages.

- C. The reports shall be certified by the contractor, subcontractor or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by sections 4115.03 to 4115.16 of the Revised Code.
- D. As set forth in rule 4101:9-4-12 of the Administrative Code, the reports must be submitted to the prevailing wage coordinator of the applicable public authority.
- E. For purposes of paragraph (A)(7) of this rule the contractor or subcontractor shall furnish the same notification to each affected employee every time the occupation of the employee is changed. The contractor may provide such notification at the next scheduled pay period for such employee.
- F. Falsification of any information addressed within this rule is a violation of section 4115.071 of the Revised Code and a criminal violation pursuant to section 2921.13 of the Revised Code.
- G. An email address shall be provided to the OWNER for the transmittal of prevailing wage rate updates. In the event an email address is not available, a facsimile number shall be provided.